

July 19, 2004

The Mahaska County Board of Supervisors met on the above date at 9:00 a.m. in the third floor conference room in regular session. Present were the following board members: Chairman, Lawrence Rouw, Vice Chair, Henry W. VanWeelden; Member, Greg Gordy.

Also present were the following: Sarah McCain, Oskaloosa Herald; Michelle Moore, Mahaska County Agricultural and Rural Development Committee; Joleen Arnold, Mahaska County CPC; Jerome Nusbaum, Mahaska County Engineer; and Kay Swanson, Mahaska County Auditor.

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

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

It was moved by VanWeelden seconded by Gordy to approve the minutes of the July 1st meeting. All present voted aye. Motion carried.

Michelle Moore from the Mahaska County Agricultural and Rural Development Committee gave her monthly report. Michelle discussed the revolving loan fund with the board. She requested that the board write a letter of support for Jeff and Georgetta Leak and their application for \$25,000.00 in VAPG funds. They will use the funds for working capital to carbonate and bottle grape juice and wine at their Moon Valley Vineyard. It was moved by VanWeelden seconded by Gordy to approve the letter of support for this project. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the following contract for Mental Health Services with Mahaska County and VG Supported Employment effective July 1, 2004 – June 30, 2005. All present voted aye. Motion carried.

CONTRACT FOR MENTAL HEALTH SERVICES

BETWEEN MAHASKA COUNTY AND

V G SUPPORTED EMPLOYMENT

THIS AGREEMENT entered into this 1st day of July, 2004 by and between Mahaska County, and legal subdivision of the subdivision of the State of Iowa, hereinafter referred to as "County", and V G Supported Employment, a for-profit agency, hereinafter referred to as provider.

Now, therefore the parties do hereby mutually agree as follows:

I. The County agrees:

1. To provide training on the CPC process.
2. Issue funding agreement when appropriate

3. Pay all claims in a timely fashion.
4. Will comply with all state and federal laws / rules on confidentiality
5. Will comply with HIPAA guidelines
6. Will comply with the managed care plan.

II. The Provider agrees:

1. To provide mental health services as outlined in provider profile at rates outlined in provider profile. (see attached)
2. To comply with all federal and state rules laws.
3. To comply with HIP AA guidelines.
4. To provide billing in a timely manner
5. Comply with Mahaska County managed care plan.

III. The County and Provider mutually agree:

A. Effective date:

1. This agreement shall begin on July 1, 2004 at 12:01 AM.
2. This agreement shall end on June 30, 2005, at 12:00 midnight.

B. Assurance of Civil, Human and Legal Rights of County Residents:

1. The civil, human and legal rights of County residents' utilizing the services of the provider shall be protected, specifically including the right to decline disclosure of the resident's name, or other readily recognizable identifying information.

2. The refusal of a County resident to disclose information, or to secure information, or to secure information about him or her, by the staff of the Provider shall not be justification for denying the clinical services to said County resident, except in cases in which such disclosures or securing information is deemed by the County as necessary to the effective utilization of said services, or as may be required by Iowa Law.

C. Renegotiation or Modification:

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing duly signed, and attached to the original of this agreement: The parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations make amendment to this agreement necessary.

D. Termination:

This agreement, or part of this agreement, may be terminated by either party at any time, upon no less than six months notice in writing to the other party. Said notice shall be delivered by certified mail or in person.

E. All terms and conditions included in agreement:

This agreement contains all terms and conditions agreed upon by the parties. No other agreements oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist, or to bind any of the parties hereto.

The parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

Mutually agreed this 1st day of July, 2004.

BY: s/Vivian Glendening

V G SUPPORTED EMPLOYMENT

DATE SIGNED: 6/30/04

TITLE: Executive Director

BY: s/ Lawrence Rouw

DATE SIGNED: 7/19/04

FOR MAHASKA COUNTY STATE OF IOWA

TITLE: Board of Supervisors

It was moved by Gordy seconded by VanWeelden to approve the following contracts with Ottumwa Regional Health Center, Inc. for Mental Health Services and Substance Abuse Services effective July 1, 2004. All present voted aye. Motion carried.

AGREEMENT TO PROVIDE MENTAL HEALTH. (CHAPTER229) SERVICES

Between
Ottumwa Regional Health Center, Inc..
and
Mahaska County
ORIGINAL

This Agreement is made, executed and entered into this FIRST day of July,2004, 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 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 of said Code; 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, id, said Code, directing any said individual 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 County Resident for the purpose of making said evaluation and report and provide appropriate care to the individual, until the time of the commitment hearing; and

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

WHEREAS, Hospital and County 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 & II, Anti-Kickback, Intermediate Sanctions Statutes and the Fraud and Abuse Statutes and HIPPA statues to the best of their ability.

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

ARTICLE 1 THE AGREEMENT DOCUMENT

1.1 The Agreement Documents consist of this Agreement and any written Addendum that may be issued after execution of this Agreement.

ARTICLE 2 RESPONSIBILITIES OF HOSPITAL

2.1 Hospital, upon the delivery to said hospital by the Sheriff, or other appropriate law enforcement agency or official, of a individual as directed by written court order, or verbal order from judge or judge's representative, will 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, id.

2.2 Hospital during the period of its holding of said individual shall 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 or to the individual or others if allowed to continue and such other treatment as is deemed appropriate by the chief medical officer (medical director in charge or directors physician designee) of Hospital.

2.3 Hospital will perform through its staff, including medical staff, such evaluation as required by said Chapter 229 prior to the commitment hearing and make the required report to the Court and the individual County Central Point Coordinator (CPC) Administrator as provided by statute and this agreement. Any continued treatment

funding must be considered by joint case planning with the individual County CPC Administrator or designee.

- 2.4 Hospital will notify County CPC offices, by phone, within twenty-four (24) hours of the admission of any individual pursuant to Section 331.40, id. If admission occurs on a weekend or holiday, notification will be made the next business day. It is mutually agreed that Hospital will provide the individual's name, address, social security number and date of birth.
- 2.5 Hospital will assist with completion of a CPC application on each individual admitted and submit it to the CPC offices prior to the individual's discharge from Hospital. Submission of incomplete applications will result in denial of billing liability by the responsible County,
- 2.6 Hospital agrees to provide county CPC office with discharge summary within 60 days of patients discharge from Hospitalization.
- 2.7 Hospital will assist potentially eligible individuals (particularly those between 18-21 years of age and those potentially eligible for Medically Needy program) in completion and submitting those applications necessary and performing the appropriate pre-screening as may be required by MBC and Consultec.
- 2.8 Hospital, before presenting the statement for services for any individual committed, will first bill any health insurance company or other third party payer including Medicare or Medicaid. In such instances, if payment is made by any such 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 for any balance, the County will not be so billed for the balance. Any bill presented pursuant to this paragraph to the County will be submitted to County no later than sixty (60) days subsequent to the commitment hearing or no later than sixty (60) days subsequent to receiving final insurance payment.
- 2.9 Hospital reserves the right to refuse the taking and holding of any individual which Hospital in its sole discretion determines that it cannot accept due to the individual's behavior or mental or physical condition, and in the instance where said individual is accepted, reserves the right to transfer said individual to another facility, subject to the provisions of EMT ALA. In the event the individual is accepted and then later transferred to another facility, Hospital will bill the responsible County \$1500.00.
- 2.10 Hospital assumes no medical or treatment 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.

- 2.11 Hospital will notify County CPC offices within twenty-four (24) hours of the admission of any individual pursuant to Section 331.440, id. If admission occurs on a weekend, notification will be made the next business day.
- 2.12 To ensure individual confidentiality, Hospital and County will adhere to all federal and state laws governing the use and/or disclosure of Protected Health Information, including but not limited to the privacy rule enacted pursuant to the Health Insurance Portability and Accountability Act of 1996 (“the HIPAA privacy rule”), the Iowa statutes concerning mental health treatment and substance abuse treatment, as well as the federal rules concerning substance abuse treatment. Further, as a covered entity within the meaning of the HIPAA privacy rule, Hospital will comply with the rule to the extent applicable to it and has implemented policies and procedure including the appointment of a Privacy Officer. Hospital staff will be trained in regard to permitted uses and disclosures under the privacy rule as well as under the Iowa statutes concerning mental health treatment and substance abuse treatment, as well as federal rules concerning substance abuse treatment. Hospital will maintain documentation of its compliance with the HIPAA privacy rule as required by the rule, including documenting training of its staff.

ARTICLE 3 RESPONSIBILITIES OF COUNTY

- 3.1 County will pay Hospital the sum of \$3,366.00 per individual for the services performed by Hospital. The fees paid hereunder shall include all hospitalization until the hearing is held, all emergency room fees, all laboratory fees, all pharmacy fees and all physician services including the evaluation, report, discharge summary and testimony relevant to said commitment. Hospital and County understand that the above fee does not cover any services performed by Hospital or its staff, including medical staff, from the time of the commitment hearing and thereafter. Beginning July 1, 2005 county charges will increase 3% per year, or one half of the ORHC fiscal year rate increase, whichever percentage is less.
- 3.2 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. The costs of said transfer to be at County expense. In the event the individual is accepted by Hospital and later transferred to another facility (within 24 hours), County agrees to pay Hospital the sum of \$1500.00 per individual.
- 3.3 For individuals who are court ordered for assessment under a dual committal (i.e Chapter 229.13 and 125.83), a single bill will be submitted to County.
- 3.4 Upon receipt of a completed CPC application form from Hospital, County CPC Administrator will determine legal settlement or residency pursuant to Iowa Code

- Section 252.16. County will send Hospital written notification of agreement to pay for services within 30 days of receiving completed CPC application.
- 3.5 County agrees that for those individuals offered services on the Family Recovery Unit, billing will be in accordance with the Agreement established under Chapter 125.
- 3.6 County agrees that for individuals provided services on the Mental Health Unit, billing will be in accordance with this Agreement.
- 3.7 County agrees to pay \$25.00 per Court Report required after the individual is discharged.
- 3.8 County agrees to pay \$25.00 per Court Report required for all individuals insured by Medicaid or any other insurer who does not cover Court Report. Beginning July 1, 2005 county charges will increase; 3% per year, or one half of the ORHC fiscal year rate increase, whichever percentage is less.

ARTICLE 4 TERM AND TERMINATION

- 4.1 The term of this Agreement shall be for one year, commencing on this FIRST day of JULY 2004 and terminate on June 30, 2005.
- 4.2 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 5 FEES AND BILLING

- 5.1 The fees paid hereunder shall be as described in Article 3 and shall include all hospitalization until, the hearing is held, all emergency room fees, all laboratory fees, all pharmacy fees and all physician services including thee-valuation, reports, discharge summary, and testimony relevant to said commitment.
- 5.2 Hospital and County agree that these fees do not cover any services performed by Hospital or its staff, including medical staff, following the evaluation period of up to five (5) days.
- 5.3 All payments by County to Hospital should be directed to Ottumwa Regional Health Center, Attn: Business Office, 1001 Pennsylvania, Ottumwa, IA 52501.

ARTICLE 6 PRICE ADJUSTMENT

6.1 Hospital reserves the right to renegotiate prices hereunder by giving sixty (60) days prior written notice at the end of which time new contracts will be signed. The purposes of this article is also to accommodate any change in federal or state law related to the provision of these services.

ARTICLE 7
BUSINESS RECORDS RETENTION AND AVAILABILITY

7.1 The parties agree that for a period of four (4) years after furnishing services pursuant to this Agreement, both parties shall, upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative, this Agreement, and its books, documents, and records necessary to certify the nature and extent of any costs relative to this Agreement. This provision shall be null and void should it be determined that section 1861 {v}(1) of the Social Security Act (41 U.S.C. Sec.1320a-7(b)(10))is not applicable to this Agreement.

ARTICLE 8
CONFIDENTIALITY

8.1 Both parties 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. Both 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.

8.2 In the event that a change of law requires additional confidentiality provisions be put in place for this arrangement, such as that anticipated by the final rules of the Health insurance Portability and Accountability Act, or HIPAA, both parties agree to execute such a revised Agreement in order to comply with the new rules and regulations.

ARTICLE 9
HOSPITAL COMPLIANCE PROGRAM

9.1 Hospital has in place a Compliance Program to ensure that it complies with all applicable federal, state and local laws and regulations. Hospital Compliance Program is also designed to promote good corporate citizenship, which is fundamentally based on a commitment to uphold a high standard of ethical and legal business practices, as well as the prevention of misconduct. (See Attachment A and B)

9.2 County hereby acknowledges Hospital's commitment to its corporate responsibility to comply with all applicable federal, state and local laws and regulations, and agrees to conduct all business transactions, which occur pursuant to this Agreement,

in accordance with the underlying philosophy and objectives of Hospital's Compliance Program.

9.3 County agrees to cooperate with Hospital 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.

9.4 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.

9.5 Hospital agrees to cooperate fully with County contracted auditing firms from Nation, State and/or private-pay auditing entities. The auditors must only review records pursuant to this contract agreement and will be fully compensated by County.

ARTICLE 10 CHANGE OF LAW

10.1 If any change of law, as herein defined, results in an adverse consequence, as herein defined, the parties hereto agree to make their best efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigate such adverse consequences, upon a written request for such negotiation by either party.

10.2 If the parties fail to agree to such revision within thirty (30) days after receipt of written notice by any party to the other requesting negotiation in accordance with this clause, then either party may terminate this Agreement upon an additional fifteen (15) days written notice to the other party and this Agreement will terminate on the same grounds as if it had reached the end of its final term Agreement pursuant to this paragraph will be without penalty to the terminating party.

ARTICLE 11 FORCE MAJEURE

11.1 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 12 NOTICES

12.1 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: Curt Meeks, Director of Risk Management, 1001 Pennsylvania Ave., Ottumwa, IA 52501.
- B. Notices to County shall be directed to: Mahaska County CPC, 106 South 1st Street, Oskaloosa, Iowa 52577

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 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.

13.2 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.

13.3 Neither party has the right or power to assign this Agreement, in whole or in part without the prior written consent of the other party, and any purported assignment and contravention of this provision shall be null and void.

13.4 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 by law, without the express written approval of the other party.

13.5 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.

13.6 Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration in the City of Ottumwa, IA by utilization of an arbitrator mutually agreeable to the parties or in the event the parties cannot agree then by an arbitrator assigned pursuant to the arbitration program of the National Health Lawyers Association and certified thereby, and judgment upon the award may be entered in any court having jurisdiction thereof.

13.7 Nothing in the execution or performance of this Agreement shall be construed to, employer-employee relationship, a partnership or a joint venture relationship between the parties.

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

OTTUMWA REGIONAL HEALTH CENTER, INC MAHASKA COUNTY
SUPERVISORS

By:- S/ _____
Title: _____
Date: _____

s/Lawrence Rouw
Board of Supervisors
7-19-04

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

This Agreement, is made, executed and entered into this FIRST day of JULY 2004, 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, 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) code; 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 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 the individual is a chronic substance abuser and an order is entered pursuant to Section 125.81, directing any said individual 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 County Residents for the purpose of making an evaluation and report and provide appropriate care to the individual, until the time of the commitment hearing; and

WHEREAS, Hospital is desirous of providing evaluation and treatment services to County as proven herein; and ,

WHEREAS, Hospital and County 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 & II, Anti-Kickback, Intermediate Sanctions Statutes and the Fraud and Abuse and HIPPA statutes to the best of their ability.

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

ARTICLE 1
THE AGREEMENT DOCUMENTS

1.1 The Agreement Documents consist of this Agreement and any written Addendum that may be agreed upon and signed after execution of this Agreement.

ARTICLE 2
RESPONSIBILITIES OF HOSPITAL

2.1 Hospital, upon the delivery to said hospital by the County Sheriff, or other appropriate law enforcement agency, or official, of a individual as directed by written court order, or verbal order from judge or judge's representative, will 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.

2.2 Hospital during the period of its holding of an individual shall 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 chief medical officer (medical director in charge or director physician designee) of Hospital.

2.3 Hospital will perform through its staff, including medical staff, such evaluation as required by said Chapter 125 prior to the commitment hearing and make the required reports to the Court and the individual County Central Point of Coordination (CPC) Administrator as provided by statute and this Agreement. Any continued treatment funding must be considered by joint case planning with the County CPC Administrator or designee.

2.4 Hospital will notify County CPC office, by phone, within twenty-four (24) hours of the admission of any individual pursuant to Section 331.40, id. If admission occurs on a weekend or holiday) notification will be made the next business day. It is mutually agreed that Hospital will provide the individual's name, address, social security number and date of birth.

2.5 Hospital will assist with completion of a CPC application (see enclosed forms) on each individual admitted and submit it to the CPC offices prior to the individual's discharge from Hospital. Submission of incomplete applications will result in denial of billing liability by the responsible County.

2.6 Hospital agrees to provide county CPC office with discharge summary within 60 days of patient's discharge from Hospitalization.

2.7 Hospital will assist potentially eligible individuals (particularly those between 18 -21 years of age and those potentially eligible for Medically Needy program) in completion and submitting those applications necessary and performing the appropriate pre - screening as may be required by MBC and Consultec.

2.8 Hospital, before presenting the statement for services for any individual committed, will first bill any health insurance company or other third party payer including Medicare or Medicaid and, in such instances, if payment is made by any such third party payer, the individual 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 contract. In instances where law prohibits the billing of the responsible County for any balance, the County will not be so billed for the balance. Any bill presented pursuant to this paragraph to the County will be submitted no later than sixty (60) days subsequent to the commitment hearing or no later than sixty (60) days subsequent to receiving final insurance payment.

2.9 Hospital agrees to submit single 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, the county agrees that (for those individuals offered services primarily on the Family Recovery Unit, billing will be in accordance with the contract established under Chapter 125. The County agrees that for individuals provided services primarily on the Mental Health Unit, billing will be in accordance with the contract established under Chapter 229.

2.10 Hospital reserves the right to refuse the taking and holding of any individual which Hospital in its sole discretion determines that it cannot accept due to an individual's behavior or mental or physical condition, and in the instance where said individual is accepted, reserves the right to transfer said individual to another facility, subject to the provisions of EMTALA. In the event the individual is accepted and then later transferred to another facility, Hospital will bill the responsible County \$1500.00.

2.11 Hospital assumes no medical or treatment 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.

2.12 To ensure individual confidentiality, Hospital and County will adhere to all federal and state laws governing the use and/or disclosure of Protected Health information, including but not limited to the privacy rule enacted pursuant to the Health insurance Portability and Accountability Act of 1996 ("the HIPAA privacy rule"), the Iowa statutes concerning mental health treatment and substance abuse treatment, as well as the federal rules concerning substance abuse treatment. Further, as a covered entity within the meaning of the HIPAA privacy rule, Hospital will comply with the rule to the extent applicable to it and has implemented policies and procedure including the appointment of a Privacy Officer. Hospital staff will be trained in regard to permitted uses and disclosures under the privacy rule as well as under the Iowa statutes concerning

mental health treatment and substance abuse treatment, as well as federal rules concerning substance abuse treatment. Hospital will maintain documentation of its compliance with the HIPAA privacy rule as required by the rule, including documenting training of its staff.

ARTICLE 3 RESPONSIBILITIES OF COUNTY

3.1 County will pay Hospital the sum of \$2566.00 per individual for the services performed by Hospital. The fees paid hereunder shall include all hospitalization until the hearing is held, all emergency room fees, all laboratory fees, all pharmacy fees and all physician services including the evaluation, report, discharge summary and testimony relevant to said commitment. Hospital and County understand that the above fee does not cover any services performed by Hospital or its staff, including medical staff, from the time of the commitment hearing and thereafter. Beginning July 1, 2005 county charges will increase 3% per year, or one half of the ORHC fiscal year rate increase, whichever percentage is less.

3.2 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. The costs of said transfer to be at County expense. In the event the individual is accepted by Hospital and later transferred to another facility (within 24 hours), County agrees to pay Hospital the sum of \$1500.00 per individual.

3.3 Upon receipt of a completed CPC application form from Hospital, County CPC Administrator will determine legal settlement or residency pursuant to Iowa Code Section 125.2(14). County will send Hospital written notification of agreement to pay for services within 30 days of receiving completed CPC application.

3.4 County agrees to pay \$25.00 per Court Report required after the individual is discharged from the hospital if they have legal settlement in that County, are financially eligible for plan services, and their public or private insurance does not cover the cost of the Court Report. Beginning July 1, 2005 county charges will increase 3% per year, or one half of the ORHC fiscal year rate increase, whichever percentage is less.

ARTICLE 4 TERM AND TERMINATION

4.1 The term of this Agreement shall be for one year, commencing on this FIRST day of JULY 2004 and terminate on June 30, 2005, unless extended by parties, in writing.

4.2 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 5
FEES AND BILLING

5.1. The fees paid hereunder shall be as described in Article 3 and shall include all hospitalization until the hearing is held, all emergency room fees, all laboratory fees, an pharmacy fees and all physician services including the evaluation, reports, discharge summary and testimony relevant to said commitment.

5.2 Hospital and County agree that these fees do not cover any services performed by Hospital or its staff, including medical staff, following the evaluation period.

5.3 All payments by County to Hospital should be directed to Ottumwa Regional Health Center, Attn: Business Office, 1001 Pennsylvania, Ottumwa, IA 52501. –

ARTICLE 6
PRICE ADJUSTMENT

Hospital reserves the right to renegotiate prices hereunder by giving sixty (60) days prior written notice at the end of which time new contracts will be signed. The purpose of this article is also accommodate any change in state or federal law related to the provision of these services.

ARTICLE 7
BUSINESS RECORDS RETENTION AND AVAILABILITY

7.1 The parties agree that for a period of six (6) years alter furnishing services pursuant to this Agreement, both parties shall, upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative, this Agreement, and its books, documents, and records necessary to certify the nature and extent of any costs relative to this Agreement. This provision shall be null and void should it be determined that section 1861 (v)(l) of the Social Security Act (41 U.S.C. Sec. 1320a-7(b)(10) is not applicable to this Agreement.

ARTICLE 8
CONFIDENTIALITY

8.1 Both parties 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. Both 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.

8.2 In the event that a change of law requires additional confidentiality provisions be put in place for this arrangement, such as that anticipated by the final rules of the Health Insurance Portability and Accountability Act, or HIPAA, both parties agree to execute such a revised Agreement in order to comply with the new rules regulations.

ARTICLE 9
HOSPITAL COMPLIANCE PROGRAM

9.1 Hospital has in place a Compliance Program to ensure that it complies with all applicable federal, state, and local laws and regulations. Hospital Compliance Program is also designed to promote good corporate citizenship, which is fundamentally based on a commitment to uphold a high standard of ethical and legal business practices, as well as the prevention of misconduct. (See Attachment A and B)

9.2 County hereby acknowledges Hospital's commitment to its corporate responsibility to comply with all applicable federal, state and local laws and regulations, and agrees to conduct all business transactions, which occur pursuant to this Agreement, in accordance with the underlying philosophy and objectives of Hospital's Compliance Program. .

9.2 County agrees to cooperate with Hospital 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.

9.3 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.

9.4 Hospital agrees to cooperate fully with County contracted auditing firms from National, State and/or private - pay auditing entities. The auditors must only review records pursuant to this contract agreement and will be fully compensated by County.

ARTICLE 10
CHANGE OF LAW

10.1 If any change of law, as herein defined, results in an adverse consequence, as herein defined, the parties hereto agree to make their best efforts to negotiate in good faith reasonable revisions to this Agreement to avoid or mitigate such adverse consequences, upon a written request for such negotiation by either party.

10.2 If the parties fail to agree to such revision within thirty (30) days after receipt of written notice by any party to the other requesting negotiation in accordance with this clause, then either party may terminate this Agreement upon additional fifteen (15) days written notice to the other party and this Agreement will terminate on the same grounds

as if it had reached the end of its final term. Termination of this Agreement pursuant to this paragraph will be without penalty to the terminating party.

ARTICLE 11
FORCE MAJEURE

11.1 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 12
NOTICES

12.1 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: Curt Meeks, Director of Risk Management, 1001 Pennsylvania Ave.,
Ottumwa, IA 52501.

B. Notices to County shall be directed to: Mahaska County CPC, 106 South
1st Street, Oskaloosa, Iowa 52577

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 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.

13.2 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.

13.3 Neither party has the right or power to assign this Agreement, in whole or in part without the prior written consent of the other party, and any purported assignment and contravention of this provision shall be null and void.

13.4 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.

13.5 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.

13.6 Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration in the City of Ottumwa, IA by utilization of an arbitrator mutually agreeable to the parties or in the event the parties cannot agree then by an arbitrator assigned pursuant to, the arbitration program of the American Health Lawyers Association and certified thereby, award may be entered in any court having jurisdiction thereof. .

13.7 Nothing in the execution or performance of this Agreement shall be construed to establish and employer-employee relationship, a partnership or a joint venture relationship between the parties.

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

OTTUMWA REGIONAL HEALTH CENTER, INC MAHASKA COUNTY BOARD OF
SUPERVISORS

By: _____

Title:- _____

Date; _____

It was moved by Gordy seconded by VanWeelden to approve the following agreement with St. Luke's Hospital for Mental Health Services. All present voted aye. Motion carried.

Mahaska County
Provider and Program Participation Agreement

THIS AGEEMENT (the "Agreement"), entered into this 1st day of July, 2004, is by and between Mahaska County and St. Luke's Hospital{"Provider"}.

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

Mahaska County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Mental health services are funded by Mahaska County and administered by the Central Point of Coordination within the scope and according to the criteria of the County Management Plan. Mahaska County is interested in contracting with Provider to purchase Covered Services for the benefit of Mahaska County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, mental retardation and/or developmental disability services and is interested in contracting with Mahaska County to provide Covered Services for the benefit of Mahaska County individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Mahaska County and Provider as follows:

SECTION 1 Definitions

Assignment: The act of transferring to another all or part of one's property interest or rights.

Central Point of Coordination: Administrator of the County Management Plan as approved by the director of the Department of Human Services.

Co payment: The amount which may be charged to a Mahaska County Individual at the time services are rendered.

Mahaska County Individual: A person who is eligible and authorized to receive funding as defined in the County Management Plan as approved by the Director of Human Services.

County Management Plan: Mahaska County's plan, developed pursuant to Iowa Code Supplement Section 331.439, for providing an array of cost-effective individualized services and supports which assist Mahaska County Individuals be as independent, productive and integrated into the community as possible within the constraints of the services fund.

Covered Services: Services enumerated in the County Management Plan as approved by the Director of Human Services.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

SECTION 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall Provide Covered Services to each Mahaska County Individual who is authorized by the Central Point of Coordination to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the County Management Plan. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in

conformance with Federal, State and local laws and regulations and the County Management Plan, and (b) protects the confidentiality of the Mahaska County Individual's medical records.

Section 2.2 Compliance with the County Management Plan. Provider and its staff shall be bound by and provide Covered Services in compliance with the County Management Plan. Failure to comply with the County Management Plan may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Mahaska County Individuals by Provider must be authorized by the Central Point of Coordination prior to or at the time of rendering services or in accordance with the County Management Plan. The County Management Plan shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Mahaska County access to books and records, for purposes of appeals, utilization, quality assurance, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims for reimbursement in accordance with the County Management Plan. ..

Section 3.2 Claims Payment. Mahaska County will pay claims in accordance with the County Management Plan.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Mahaska County for Covered Services provided to Mahaska County Individuals under this Agreement as payment in full, less any Copayment or other amount which is due from Mahaska County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Mahaska County and Provider. The relationship between Mahaska County and Provider is solely that of independent

contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law,

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Mahaska County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Mahaska County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Mahaska County Hold Harmless and Indemnification. Mahaska County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Mahaska County or Mahaska County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure mental health and developmental disability services are rendered to Mahaska County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Mahaska County is an equal employment opportunity employer. Mahaska County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age,

race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law; or ordinance. Provider agrees that it is in full compliance with Mahaska County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Mahaska County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Mahaska County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Mahaska County about Individuals, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed every three (3) years unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination With Cause by Mahaska County. Mahaska County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; or (c) chapter 7 bankruptcy filed by the Provider.

For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, Mahaska County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to Mahaska County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the

County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 7.5 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Mahaska County upon the occurrence of Mahaska County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Mahaska County Individuals. Provider acknowledges the right of Mahaska County to inform Mahaska County Individuals of Provider's termination and agrees to cooperate with Mahaska County in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by Mahaska County, Provider shall continue to render Covered Services in accordance with this Agreement until Mahaska County has transferred Mahaska County Individuals to another provider or until such Mahaska County Individual is discharged.

Section 7.8 Notices to Mahaska County. Any notice, request, demand, waiver, consent, approval or other communication to Mahaska County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mahaska County Community Services Courthouse Box # 3
Oskaloosa, Iowa 52577
Attention: Joleen Arnold, CPC

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

St. Luke's Hospital
1026 A Ave NE
Cedar Rapids, Iowa 52402
Attention: Georgeanne Cassidy-Wescott

SECTION 8 **Amendments**

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Mahaska County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not

provide written objection to Mahaska County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Mahaska County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 County Management Plan Amendment. Mahaska County may also amend this Agreement to comply with changes in the County Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9 Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Mahaska County Individuals in Provider's geographical area. Mahaska County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Mahaska County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Mahaska County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Mahaska County and Provider, and supersedes or replaces any prior agreements between Mahaska County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Mahaska County. Provider agrees that Mahaska County may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Mahaska County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 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 9.7 No Waiver. The waiver by either party or 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.

SECTION 10
Mahaska County Terms and Conditions

Section 10.1 Billing Forms. Provider agrees to submit reimbursement requests by completing Mahaska County Community Services Billing Form (Attachment B), or a form with comparable information as mutually agreed to by the Provider and the County. If the Provider receives reimbursement from any other source as payment for the care of a client, the total amount of payments shall be subtracted from the amount requested from Mahaska County as reimbursement for care. A copy of the reimbursement check must be made available if requested by Mahaska County.

Section 10.2 Forms. Provider agrees to complete the Mahaska County Network Agreement Form (Attachment C). By signing, the provider agrees that it has reviewed and understood the guidelines, requirements, and restrictions explained within the County Management Plan. The form shall be submitted to Mahaska County Community Services before the Agreement can be effective.

Section 10.3 Physical Plant Access. Provider agrees to permit access by Mahaska County and its agents and employees to clients receiving services from Provider pursuant to this Agreement and to the physical plant of Provider where services are provided pursuant to this Agreement with prior notice to the Provider, with the following exception: when an allegation has been made that Provider of residential services has committed a Class I violation as defined by the statute or Iowa Administrative Rule 481-56.2, no notice will be required by County for access to clients and/or to Provider's physical plant.

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

Mahaska County:

St. Luke's Hospital

By:s/Lawrence Rouw

By: _____

Print Name: Lawrence Rouw

By: _____

PrintName: _____

Print Title: Board of Supervisors

Title: _____

Date: 7-19-04

It was moved by Gordy seconded by VanWeelden to accept the COC rates subject to the management clause that Joleen will prepare. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to accept the Cost Allocation Plan prepared by Maximus for reimbursement of Federal Funds. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the following Exchange of Digital Data Agreement with the Iowa Department of Transportation. All present voted aye. Motion carried.

Exchange of Digital Data Agreement

This Agreement of Understanding is entered into this 19th day of July, 2004 by and between MAHASKA COUNTY and IOWA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as Cooperator) - 800 LINCOLN WAY, BUILDING #5, AMES, IA, 50010, PH. 515-233-7770 WILLIAM G. SCHUMAN – GIS Coordinator.

Mahaska County, has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American Datum 1983 (NAD 83), State Plane Coordinate System Iowa South Zone, GRS 1980 Spheroid.

Data created and maintained by the Cooperator are of value to Mahaska Co., which needs access to the most accurate and up-to-date spatial data for decision-making purposes that will benefit the citizens and employees of Mahaska Co.

The PURPOSE OF THIS AGREEMENT OF UNDERSTANDING is to specify the terms and conditions under which Mahaska Co. and the Cooperator shall exchange and distribute digital data and digital products.

Mahaska Co. agrees to make available to the Cooperator the GIS Products/data listed on Page 4 in a digital form, which have been reviewed by Mahaska Co. and are suitable for exchange.

Mahaska Co. and the Cooperator agree to mutually define transportation related GIS products that the Cooperator will produce as a partner with Mahaska Co. The schedule and format of these deliverables will be defined as part of this process.

Deleted:

Cooperator hereby acknowledges the limitations of the Mahaska Co. GIS Products and information contained therein and restrictions on the use of the GIS Products.

Limitations

1. Mahaska Co. is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Mahaska Co. GIS digital data and digital data products, hereinafter collectively referred to as Products, distributed by Mahaska Co. contain information from publicly

available sources. The Products have been developed for internal use by Mahaska Co. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

3. The Cooperator's digital GIS products contain information from publicly available sources. These products have been developed for internal and public use by the Cooperator. All data is provided to Mahaska Co. as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
4. Both parties understand and acknowledge that the products and information contained therein are subject to constant change and that their accuracy cannot be guaranteed. Neither Mahaska Co. nor the Cooperator make warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the shared digital products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
5. Neither Mahaska Co. nor the Cooperator shall be subject to liability for human errors, defect or failure of machines, or any material used in connection with machines, including but not limited to tapes, disks, and energy.
6. Neither Mahaska Co. nor the Cooperator shall not be subject to liability for any lost profits or consequential damages, or claims against the Cooperator by Third parties. The liability of Mahaska Co. for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS Products.
7. The entire risk as to the quality, performance and usefulness of the data shared between the parties rests with the party receiving the data products.
8. The Cooperator releases Mahaska Co. and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the Mahaska Co. GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the Mahaska Co. GIS Products.
9. The Cooperator shall indemnify and hold harmless Mahaska Co. and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Mahaska Co. GIS Products.

Restrictions On Use

10. This Exchange of Data does not constitute a transfer of any title or interest in the Mahaska Co. GIS Products.
11. Copies: The Cooperator may copy the Mahaska Co. GIS Products exchanged via this agreement only for backup purposes.
12. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the Cooperator agrees that the GIS Products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Mahaska Co. The Cooperator should instead refer other governmental units, agencies, organizations, companies or individuals to Mahaska Co. for direct distribution of Mahaska Co. GIS Products.
13. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Mahaska Co. may provide written notice of the occurrence to the Cooperator, and terminate this Agreement. This Agreement shall terminate immediately upon receipt of such written notice by the Cooperator. Cooperator shall, within 5 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Cooperator to Mahaska Co.
14. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
15. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

This Agreement of Understanding shall be in effect until either party shall notify the other in writing by certified mail of its intent to withdraw from this Agreement and the effective date of that withdrawal. Any terms of this Agreement may be amended by mutual consent of the parties except where such amendment may be in contravention of legislative or regulatory mandate. Withdrawal from this Agreement by either party shall suspend all rights affirmed herein unless specified by another agreement.

The GIS Products being provided by Mahaska County via this Agreement are:

1. Digital Orthophotos in MrSID format on CD media

Cooperator shall provide Mahaska Co., in an agreed upon digital form,

1. Road centerline database, in shapefile format.

2. Township Layer (County Border), in shapefile format.

Formatted: Bullets and Numbering

No future updates or maintenance of the exchanged products/data will be provided until Mahaska County and Cooperator enter into a 28E agreement.

The undersigned acknowledges the terms and conditions of the Agreement of Understanding specified above and warrants to Mahaska Co. that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement.

Authorizing Signature: _____ Date _____

Print Name: _____

Title: _____

Company or Affiliation: _____

Mahaska County acknowledges this Agreement of Understanding.

Lawrence Rouw, Chairman, Mahaska County Board of Supervisors

Date 7-19-04

Matt Boeck, Mahaska County GIS Coordinator

Date 7-23/04

It was moved by VanWeelden seconded by Gordy to approve the June monthly report of the Veterans Affairs Commission. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the semi-annual and annual report of the County Treasurer for fiscal year 2003-2004. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the Oskaloosa Chamber to have the public restrooms open and to use the courthouse parking lot for Sweet Corn Serenade on Thursday, August 5, 2004. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to accept the resignation of Jerry Allen, Maintenance employee of the courthouse effective July 28, 2004. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to accept the resignation of Christopher Snyder, Roadside Vegetation Manager effective July 30, 2004. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to accept the resignation of Fred Bridges as Veterans Affairs Administrator effective July 1, 2004. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to accept the resignation of Willard Ellis as Veterans Affairs Board Member effective July 7, 2004. All present voted aye. Motion carried.

Chairman Rouw set the hearing date for the ordinance relating to the sale of items which may be used in the manufacture of methamphetamine as August 2, 2004.

The board discussed with the engineer an estimate on edge drains for T-33 and 35th Street.

The board has not yet received a union contract for the Secondary Road dept.

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

Lawrence Rouw, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor