

September 22, 2003

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 in the third floor conference room of the Mahaska County courthouse.

Present were the following board members: Henry W. VanWeelden, Greg Gordy and Lawrence Rouw. Also present were the following: Michelle Moore, Mahaska County Rural Agricultural Development Committee; Joel Akason, Executive Director Oskaloosa Chamber of Commerce; Lori Faybik, Ottumwa Courier; Christine Ahrens, KBOE Radio; Joleen Arnold, Mahaska County CPC; MaryAnn Belzer; Sheila Denburger; Jerome Nusbaum, Mahaska County Engineer; Kay Swanson, Mahaska County Auditor.

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

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

It was moved by Rouw seconded by VanWeelden to approve the minutes of September 8th and 12th. All present voted aye. Motion carried.

Michelle Moore from the Mahaska County Rural and Agricultural Committee gave her monthly report to the board.

Joel Akason from the Oskaloosa Chamber came with Michelle Moore and updated the board on coming projects.

Mary Ann Belzer and Sheila Denburger discussed the real estate parcels 11-14-300-009 and 11-14-300-011 with the board. The auditor was directed to write off the penalty as it was an error. The auditor and assessor will fix the problem after they get a quit claim deed or affidavit filed.

It was moved by VanWeelden seconded by Rouw to approve the monthly Report for Veterans Affairs for August. All present voted aye. Motion carried.

The matter of official newspapers was discussed and tabled.

It was moved by Rouw seconded by VanWeelden to approve the following agreement for mental health services with Ottumwa Regional Health Center, Inc.. All present voted aye. Motion carried.

AGREEMENT TO PROVIDE MENTAL HEALTH (CHAPTER 229) SERVICES
Between
Ottumwa Regional Health Center, Inc.
and
Mahaska County
ORIGINAL

This Agreement is made, executed and entered into this FIRST day of JULY 2003, 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 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 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 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 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 within twenty-four (24) hours of the admission of any individual pursuant to Section 331.40, id. If admission occurs on a weekend, 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 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.
- 2.7 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.

2.8 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 EMTALA. In the event the individual is accepted and then later transferred to another facility, Hospital will bill the responsible County \$1500.00.

2.9 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.

2.10 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.

2.11 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 HIPPA 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 \$3,300.00 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, 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.

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, 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.

3.5 County agrees that for those individuals provided 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.

ARTICLE 4 TERM AND TERMINATION

4.1 The term of this Agreement shall be for one year, commencing on this FIRST day of JULY 2003 and terminate on June 30, 2004.

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 the evaluation, reports, 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)(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 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.

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. 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: _____

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 establish an 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

BOARD OF SUPERVISORS

By: s/Colie Hospers
Title: Vice President
Date: 6/26/03

s/Greg Gordy
Supervisors – Chair
9/22/03

It was moved by Rouw seconded by VanWeelden to approve the following substance abuse agreement with Ottumwa Regional Health Center, Inc.. All present voted aye. Motion carried.

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 2003, 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) 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 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 directors 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 offices within twenty-four (24) hours of the admission of any individual pursuant to Section 331.40, id. If admission occurs on a weekend, 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 will assist potentially eligible individuals (particularly those between 18 -21 years of age and those potentially eligible for Medically Need program) in completion and submitting those applications necessary and performing the appropriate pre - screening as may be required by MBC and Consultec.

2.7 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

2.8 Hospital agrees to submit a 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.

2.9 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 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.

2.10 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 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 HTPAA 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 HIPPA 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 \$2500.00 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, 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.

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, 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).

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.

ARTICLE 4 TERM AND TERMINATION

4.1 The term of this Agreement shall be for one year, commencing on this FIRST day of JULY 2003 and terminate on June 30, 2004, 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, all pharmacy fees and all physician services including the evaluation, reports, 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

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 purpose of this article is also to 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 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)(l) of the Social Security Act (41 U.S.C. Sec. 1320a-7(b)(l0)) is not applicable to this Agreement.

ARTICLE 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 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.

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. 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: _____

C. _____

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, 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 establish an 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

BOARD OF SUPERVISORS

By: s/Colie J. Hospers
Title: Vice President
Date: 6/19/03

s/Greg Gordy
Supervisor – Chair
9-22/-03

The matter of courthouse space was discussed. Two places were discussed but no decisions were made today.

It was moved by Rouw seconded by VanWeelden to approve the liquor license for Peppertree, 2274 Highway 63 North. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the payroll change to return Michael Schakel to part-time effective September 1, 2003 at \$8.00 per hour for the Sheriff's Office. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following Right-of-way easement. All present voted aye. Motion carried.

Right of Way Easement

Know All Men by these Presents:

That for one dollar (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged, Joe P. Crookham and M. Jean Bieri, Husband and Wife ("Owners") hereby grant to Mahaska County, Iowa, ("County") a permanent easement running with the land across and over the following described real estate:

Parcel A of the Plat of Survey recorded August 29, 2003, at Book 3, Page 239, Document Number 2003-4020, more particularly described as follows: A part of Lot Five (5) of the Subdivision of the West half (1/2) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Fourteen (14), Township 75 North, Range 16 West of the Fifth Principal Meridian (P.M.) in Mahaska County, Iowa as recorded in Irregular Survey Book 5 on page 200 in the office of Mahaska County Recorder, and more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$); thence North 0°18'06" West 438.84 feet along the West line thereof to the Southwesterly right of way line of the former Iowa Highway No. 163; thence South 50°32'53" East 499.91 feet to the Point of Beginning for this description; thence Southeasterly 48.53 feet along a 345 foot radius curve, concave Southwesterly, having a chord bearing South 31°31'48" East 48.49 feet; thence South 27°29'58" East 136.20 feet; thence Southerly 146.42 feet along a 345 foot radius curve, concave Westerly, having a chord bearing South 15°20'27" East 145.33 feet tangent to the preceding and following courses; thence South 3°11'01" East 51.44 feet; thence Southeasterly 220.17 feet along a 144 foot radius curve, concave Northeasterly, having a chord bearing South 46°59'03" East 199.34 feet; thence South 80°24'37" East 75.14 feet to the Westerly right of way line of said former Iowa Highway No. 163; thence North 10°46'45" West 103.18 feet along

said right of way line to station 24 + 00; thence Northwesterly 339.00 feet along a 1850 ft. radius curve, concave Southwesterly, having a chord bearing North 25°34'17" West 338.53 feet; thence North 65°28'06" West 167.84 feet; thence North 50°32'53" West 40.51 feet along said former right of way line to the Point of Beginning, containing 1.53 acres, and subject to any and all easements or restrictions recorded or non-recorded. The West line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 14 is North 0°14'20" West for this description.

Said easement is hereby granted for right of way purposes only. The County is granted the right to construct and maintain a road across said property at its own expense.

Signed this 22 day of September, 2003

Owners	Mahaska County, Iowa
s/ Joe P. Crookham	s/Greg Gordy
s/ M. Jean Bieri	By: Greg Gordy, Chairman Mahaska County Board of Supervisors

STATE OF IOWA, COUNTY OF MAHASKA, ss:

On this 5th day of September, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe P. Crookham and M. Jean Bieri, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

s/Shari Fynaardt
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MAHASKA, ss;

On this 22nd day of September, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Greg Gordy, to me personally known, who being by me duly sworn did say that he is Chairman of Mahaska County Board of Supervisors, and that said instrument was signed on behalf of and with the authority of the Mahaska County Board of Supervisors, and the said Greg Gordy acknowledged the execution of said instrument to be the voluntary act and deed of the Mahaska County Board of Supervisors, by it voluntarily executed.

s/Jody Gott
Notary Public in and for the State of Iowa

It was moved by Rouw seconded by VanWeelden to approve the Official Report of County Highway Engineer for fiscal year 2003. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the following revised Farm to Market Resolution. All present voted aye. Motion carried.

RESOLUTION
To Make Changes in the Mahaska County Federal Aid
Secondary Road System

WHEREAS, the Mahaska County Board of Supervisors desires to maintain a quality road system; and

WHEREAS, certain roads in the local system should be reclassified in federal functional classification and the Federal Aid Secondary (FAS) road system; and

WHEREAS, the Board of Supervisors must approve all applications for reclassification.

NOW, THEREFORE, BE IT RESOLVED: The Board of Supervisors of Mahaska County, Iowa on this 22nd day of September, 2003, request the Iowa Department Transportation to request the Federal Highway Administration to make the following changes in federal functional classification and the Federal Aid Secondary (FAS) road system.

Change the federal functional classification to Local and delete from the Federal Aid Secondary System the following described sections of road:

1. Beginning at the NW Corner Section 22-77-16 intersecting with Mahaska County G5T (Formerly Iowa 102) south and east to the intersection with Iowa 63. A total of 4.57 miles.
2. Beginning approximately 585 feet east and 60 feet north of the S ¼ corner, T-76N, R-14W; thence northeasterly approximately 2,810 feet to the intersection of Old Hwy 92 and Vermillion Avenue; thence northerly along the centerline of Vermillion Avenue approximately 440 feet to its intersection with the south right-of-way line of Highway 92. A total of 0.62 miles. (This road is Old Highway 92 from the east city limits of Rose Hill East to Vermillion Avenue, and the connecting road on Vermillion Avenue from Old Highway 92 to Highway 92.

Change the federal functional classification to Minor Arterial and add to the Federal Aid Secondary system the following described section of road:

1. Mahaska County Highway G5T beginning at Iowa 163 and extending northerly and easterly to the west corporation limits of the City of New Sharon. A total of 15.40 miles. (Mahaska County Highway G5T was formerly Iowa 102)

2. Mahaska County Queens Avenue from its junction with Iowa 92 south to Lake Keomah. A total of 0.72 miles. (Queens Avenue from Iowa 92 south 0.72 miles to Lake Keomah was formerly Iowa 371)

s/Greg Gordy
Chairman, Board of Supervisors
Mahaska County, Iowa

I, Kay Swanson, Auditor in and for Mahaska County, Iowa, do hereby certify the above and forgoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Mahaska County, Iowa at its meeting held on the 22nd day of September, 2003.

s/Kay Swanson
Mahaska County Auditor

Recommended by District Local Systems Engineer _____

Date _____

Recommended by District Transportation Planner _____

Date _____

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

LEASE

This agreement, made and entered into on this 22nd day of September, 2003, by and between Gene Fox (Landlord), whose address is, 2054 Hwy 102, New Sharon, Iowa, 50207 and Mahaska County, Iowa (Tenant), whose address for the purpose of this lease is Courthouse, Oskaloosa, Iowa 52577.

The parties agree as follows:

1. **Premises and Term:** Landlord leases to Tenant the following real estate situated in Mahaska County, Iowa a storage building situated on the Landlords's real estate located in Section 14, Prairie Township, Mahaska County, Iowa for a term of one year beginning on the 1st day of October, 2003, upon the condition that Tenant performs as provided in this lease.

2. **Rent:** Tenant agrees to pay Landlord, as rent, \$2000.00 per year in one payment due on October 1, 2003 and shall be paid at the address of the Landlord, or at such other place as Landlord may designate in writing.
3. **Possession:** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to the Landlord at the termination of this lease.
4. **Use:** Tenant shall use the premises only for storing road equipment and fuel.
5. **Care and Maintenance:**
 - [a] Tenant takes the premises as is, except as herein provided.
 - [b] Landlord shall keep the following in good repair, roof, exterior walls, foundation and wiring and Tenant may, at his expense, provide gravel for driveway and floor of the building.
 - [c] Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition.
6. **Utilities and Services:** Tenant shall pay for all electrical services which may be used on the premises. Landlord shall provide a separate meter for the portion of the storage building used by the Tenant.
7. **Surrender:** Upon the termination of this lease, Tenant will surrender the premises to the Landlord in good and clean condition, except for ordinary wear and tear for damage without fault or liability to Tenant. Continued possession beyond the term of this Lease and the acceptance of rent by Landlord be constituted by another written lease effective at the termination of the existing lease.
8. **Assignment and Subletting:** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **Property insurance:** Landlord shall maintain adequate insurance on the building which is subject of the lease throughout the term of the lease. Tenant will not do or omit the doing of any act which would invalidate said insurance or increase the insurance rates in force on the premises. Tenant shall be solely responsible for insurance upon its equipment and property stored in the building and the Landlord shall not be liable for any damages to the property of the Tenant except for willful acts by the Landlord.

10. Provisions Binding: Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

MAHASKA COUNTY BOARD OF SUPERVISORS

LANDLORD

s/ Greg Gordy, Chairman

s/ Gene Fox

Henry VanWeelden, Member

Lawrence Rouw, Member

ATTEST: s/ Kay Swanson, Mahaska County Auditor

It was decided to sell at public auction the County Shop at Beacon in mid-October.

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

Work Session with the Engineer:

Items discussed were:

GASB report on work completed the last 20 years.

The striping was finished last week.

Possible equipment purchases for next year.

New surveying equipment available

Cemetery Road - Eddyville

Highway 102

Chairman, Mahaska County Board of
Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor