

November 3, 2003

The Mahaska County Board of Supervisors met on the above date at 9:00 a.m. on the above date with the following members present: Lawrence Rouw, Henry W. Van Weelden and Greg Gordy. Also present were the following: Christine Ahrens, KBOE Radio; Miranda Pearson, Oskaloosa Herald; Joleen Arnold, Mahaska County CPC; Laura Buch, CPC Department; Jerry Nusbaum, County Engineer; Mark McMains and Kim Koellner, COC; Sone Scott, County Treasurer; Diane McMahan, County Assessor; Randy Frazier, E911 Director; R.D. Keep, Emergency Management Coordinator; Kay Swanson, Mahaska County Auditor.

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

It was moved by VanWeelden seconded by Rouw to approve the agenda with the deletion of Proline grants. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of October 20th and October 28th. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the bills for October in the amount of \$633,992.23 with one denial of \$267.50 and payroll in the amount of \$586,274.55. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the quarterly report of the County Recorder for the period ending September 30, 2003. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following Business Associate Agreement with ISAC. All present voted aye. All present voted aye. Motion carried.

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT (“Agreement”), entered into and effective this 3rd day of November, 2003, is by and between County Case Management Services, an entity organized pursuant to Iowa Code Chapter 28E (“Business Associate”) and Mahaska (“County”).

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

The U.S. Department of Health and Human Services (“HHS”) has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy of individually identifiable health information (“HIPAA Privacy Provisions”); obtained, created or maintained by certain entities; and

The HIPAA Privacy Provisions require County to enter into this Agreement with Business Associate in order to protect the privacy of individually identifiable health information maintained by County (“Protected Health Information” or “PHI”); and

County and Business Associate are committed to complying with the HIPAA Privacy Provisions and this Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, Business Associate from or on behalf of County, will be handled between Business Associate and County and with third parties.

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

SECTION 1

Responsibilities of Business Associate

Section 1.1 Uses and Disclosures of PHI.

Business Associate shall ensure that any director, officer, employee, contractor or other agent of Business Associate does not use or disclose any PHI in any manner that violates either the HIPAA Privacy Provisions or state law. Business Associate may use any PHI it receives from or creates or maintains on behalf of County (a) for performance of any contractual obligations between County and Business Associate; (b) for performance of its management and administrative functions; (c) for performance of Business Associate’s legal responsibilities, or (d) as otherwise required by any federal, state or local law.

Section 1.2 Safeguards of PHI.

Business Associate shall use appropriate safeguards to maintain the security and privacy of PHI and to prevent unauthorized use and/or disclosure of such PHI. In addition, Business Associate shall provide County with information concerning the safeguards upon request.

Section 1.3 Disclosures to Third Parties.

Business Associate shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom PHI will be disclosed. The written statements shall assure (a) that PHI will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (b) that the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (c) that the third party will notify Business Associate of any instances in which confidentiality of PHI has been breached.

Section 1.4 Reporting Unauthorized Uses and Disclosures.

Business Associate shall report to County any and all unauthorized uses or disclosures of PHI made by the Business Associate or by any third party of the Business Associate within five (5) days from the date the Business Associate becomes aware of the violation. In addition, Business Associate shall report to County any sanction or remedial action taken or proposed to be taken with regard to the unauthorized use or disclosure and will cooperate with County in mitigating any harmful effects of such use or disclosure.

Section 1.5 Accounting of Disclosures.

Business Associate shall maintain an accounting of all disclosures of PHI not expressly authorized in this Addendum. The accounting shall include the date of the disclosure, name

and address of the individual or entity which is the recipient of the disclosure, a brief description of the PHI disclosed and the purpose of the disclosure. Upon written request from County, Business Associate shall provide, to County, an accounting of all disclosures within ten (10) working days from date of County's request.

Section 1.6 Records Available for HHS Inspection.

Business Associate shall make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI received from, created by, or received by Business Associate on behalf of County to the Secretary of HHS for purposes of determining County's compliance with HIPAA Privacy Provisions.

Section 1.7 Records Available for County Inspection.

Business Associate shall, within ten (10) days of receipt of a written request from County, make available, to County, all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI for the purpose of enabling County to determine Business Associate's compliance with the terms of this Addendum.

Section 1.8 Individual Request for Access.

Within five (5) days from the date Business Associate receives a request by County, Business Associate shall permit an individual to access requested PHI that Business Associate maintains. Business Associate shall allow an individual to access, inspect and or copy the requested PHI.

Section 1.9 Amendments to PHI.

Business Associate shall make an amendment to PHI upon request from County.

Section 1.10 Records after Termination of Agreement.

Upon termination of the Business Associate and County agreement, Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies (of any format) of such information. If Business Associate and County agree that the return or destruction of the PHI is not feasible, Business Associate shall continue to extend the protections of this addendum to said PHI, and limit further use of the said PHI to those purposes that make the return or destruction of the PHI infeasible. The provisions of this section shall survive termination or the agreement.

SECTION 2

Responsibilities of County

Section 2.1 Authorizations.

County shall notify Business Associate of any changes in, or withdrawal of, the consent or authorization provided to County by individuals.

Section 2.2 Restrictions.

County shall notify Business Associate, in a timely written manner of any restrictions to the use and/or disclosure of PHI agreed to by County

SECTION 3

Term and Termination

County shall have the right to terminate this Agreement immediately by giving written notice to Business Associate upon the occurrence of Business Associate's material breach of any of the terms or obligations of this Agreement. In addition, this Agreement will automatically terminate upon County's termination of the County Case Management Services 28E Agreement.

SECTION 4

Notices

Section 4.1 Notices to County.

Any notice, request, demand, waiver, consent, approval or other communication to 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 Courthouse
106 South 1st Street
Oskaloosa, IA 52577
Attention: Mahaska County Auditor

Section 4.2 Notices to Business Associate.

Any notice, request, demand, waiver, consent, approval or other communication to Business Associate 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:

CCMS
501 SW 7th Street, Ste. Q,
Des Moines, IA 50309
Attention: Deb Westvold

SECTION 5

Other Terms and Conditions

Section 5.1 Amendment.

This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Business Associate and if Business Associate does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 5.2 Regulatory Amendment.

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

Section 5.3 Entire Agreement.

This Agreement and attachments attached hereto constitute the entire agreement between County and Business Associate, and supersedes or replaces any prior agreements between County and Business Associate relating to its subject matter.

Section 5.4 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 5.5 No Waiver.

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

COUNTY

BY: _____

Print Name: Greg Gordy

Print Title: Mahaska County Supervisor Chair.

Date: 11-3-03

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Print Title: _____

Date: _____

It was moved by Rouw seconded by VanWeelden to approve the following Business Associate Agreement with Ottumwa Regional Health Center. All present voted aye. Motion carried.

**OTTUMWA REGIONAL HEALTH CENTER
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is entered into this 30* day of October, 2003 between Ottumwa Regional Health Center, Inc., located at 1001 Pennsylvania Avenue, Ottumwa, IA 52501, hereinafter “Hospital”, and Mahaska County, located at Mahaska County Courthouse, Oskaloosa, IA 52577, hereinafter “Business Associate”. This agreement covers provision of protected patient health information for all persons for whom payment will be made by the above mentioned county, its agents, officers, or employees.

WHEREAS, the Health Insurance Portability and Accountability act of 1996, subtitle F, Public Law 104-191, Section 261, et seq., (HIPAA), and HIPAA privacy regulations 45 C.F.R. parts 160 and 164, require covered entities to place certain provisions in their agreements with third parties who come into contact with protected patient health information (PHI); and

WHEREAS, the parties have determined that it is in their respective interests to comply with said rules and now desire to amend the Agreements as of the Amendment effective date on the terms and conditions set forth herein; and

WHEREAS, the parties hereto desire to enter into this agreement and to memorialize their obligations with respect to PHI in a manner which satisfies the requirements of HIPAA.

NOW, THEREFORE, in consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 All terms used herein without definition shall have the respective meanings assigned to such terms in 45 C.F.R. Parts 160 and 164

1.2 Designated Record Set means a group of records maintained by or for Hospital that are the medical records and/or billing records of individual patients or are otherwise used to make decisions about individual patients.

1.3 Individually Identifiable Health information shall mean any information which either identifies or may be used to identify an individual and which relates to any of the following: (a) the past, present or future physical or mental health condition of an individual; (b) the provision of health care to an individual; or (c) the past, present or future payment for the provision of health care to an individual.
45 C.F.R. Sec. 164.501.

1.4 Protected Health Information or PHI shall mean any Individually Identifiable Health Information, which relates to a Hospital patient, kept or maintained in any format or medium, except that information, which qualifies as education records, covered by the Family Educational Rights and Privacy Acts.

ARTICLE 2 PERMITTED USE AND DISCLOSURE OF PHI

2.1 Business Associate may use and disclose PHI only as required to satisfy its obligations under the Arrangement(s), as permitted herein, or as required by law, but shall not otherwise use or disclose any PHI.

2.2 Business Associate agrees that all uses and disclosures of PHI pursuant to this section shall be in accordance with applicable federal, state or local law and that it shall not use or disclose any PHI in violation of HIPAA. Business Associate further agrees that in all instances where the use or disclosure of PHI is necessary, Business Associate shall

use or disclose only the minimum amount necessary to achieve the intended purpose for such use or disclosure. Business Associate also agrees that if at all possible, it shall de-identify all PHI before its use or disclosure.

ARTICLE 3 DISCLOSURE TO THIRD PARTIES

3.1 The parties contemplate that Business Associate may disclose PHI to subcontractors as part of the services provided under this Agreement. Business Associate shall not, and shall ensure that its directors, officers, employees, contractors and agents do not, use or disclose PHI received from Hospital in any manner that would constitute a violation of HIPAA if used by Hospital, except that Business Associate may disclose PHI:

To the individual who is the subject of the PHI.

To an agent, assign, or subcontractor of Business Associate but only to the extent necessary for the proper management of Business Associate for the provision of services to Hospital by Business Associate and provided that the third party enters into an agreement with Business Associate in which the third party agrees to be bound by the same restrictions, terms or conditions that apply to Business Associate under this Agreement; or

To any third party who requests PHI only if such disclosure is required by law or for the purpose of facilitating the services or other obligations under this Agreement and requestor provides Business Associate with reasonable assurances that PHI shall be kept confidential pursuant to the terms of this Agreement and agrees to immediately notify Business Associate of any breach of confidentiality.

3.2 Business Associate shall immediately notify Hospital of any requests it receives for PHI. Business Associate shall not release any information pursuant to such requests until Hospital has had an opportunity to object to such release. In the event Hospital does object, Business Associate shall not release the information and shall refer the requestor to Hospital for further information.

ARTICLE 4 SAFEGUARDS AGAINST MISUSE OF INFORMATION

4.1 Business Associate shall implement adequate and appropriate safeguards to ensure individuals within or outside its organization who do not require access to PHI do not access PHI.

4.2 Business Associate shall provide Hospital with access to PHI within three (3) business days of receiving such request.

ARTICLE 5 REPORTING INAPPROPRIATE USE OR DISCLOSURES

5.1 Business Associate shall report any use or disclosure of PHI of which it is aware that violates the terms of their Agreement to Hospital within three (3) days of becoming aware of such use or disclosure.

ARTICLE 6 TERM AND TERMINATION

6.1 This Agreement shall commence on the date indicated herein and shall continue for as long as Business Associate provides services to hospital.

6.2 Upon Hospital's knowledge that Business Associate has breached this Agreement, Hospital may terminate this Agreement, provided however, Hospital shall give Business Associate ten (10) days written notice and an opportunity to cure the breach. In the event Business Associate cures the breach to the satisfaction of Hospital within ten (10) day period, this Agreement shall not terminate.

6.3 Notwithstanding anything to the contrary in subsection 6.2, this Agreement will immediately terminate in the event Business Associate has breached this Agreement and Hospital determines that cure is not possible.

6.4 If Hospital determines that neither termination nor cure is feasible, Hospital will report the violation of this Agreement to the appropriate authorities.

6.5 Upon expiration or termination, for any reason, of this Agreement, Business Associate shall either return or destroy all PHI received from Hospital or created or received by Business Associate on behalf of Hospital and which Business Associate still maintains in any form Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, the parties acknowledge that it may not be feasible to return or destroy PHI maintained in aggregated databases and applications. If the destruction or return of PHI is not reasonably feasible, the protections contained in this Agreement will continue to apply to any retained PHI, and any further use or disclosure of the PHI is limited solely to those purposes that made the return or destruction of such PHI infeasible. In the event this Agreement is terminated, all other agreements between the parties, which require Business Associate to use or disclose PHI, shall also terminate.

Terms of this Agreement survive the termination of the Agreement.

ARTICLE 7 AMENDMENT OF RECORDS, ACCOUNTING FOR DISCLOSURES

7.1 In the event it is determined that Business Associate maintains a Designated Record Set as that term is defined by HIPAA, Business Associate agrees to make any amendments to the PHI in the DHS that Hospital directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Hospital or the individual who is the subject of the PHI but only with the Hospital's approval. In the event Business Associate receives a request for amendment from an individual, it shall immediately forward such request to Hospital.

7.2 Within five (5) business days of notice by Hospital to Business Associate that it has reviewed a request for an accounting of disclosure of PHI, Business Associate shall forward to Hospital all PHI regarding such disclosure. At a minimum, Business Associate shall give the Hospital the following information:

The date of the disclosure.

The name and address of the entity or person who received the information.

A brief description of the information disclosed.

A brief statement of the purpose of such disclosure.

7.3 In the event Business Associate receives a request for accounting directly from a Hospital patient, Business Associate shall forward the request to Hospital within two (2) business days along with all information specified above regarding disclosure of PHI.

ARTICLE 8 AGREEMENTS BY THIRD PARTIES

8.1 Business Associate shall obtain and maintain an agreement with each agent or subcontractor that has or will have access to PHI, which is received from, or created or received by Business Associate on behalf of, Hospital, pursuant to which agreement such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply to Business Associate pursuant to this Agreement with respect to PHI.

ARTICLE 9 RECORD KEEPING

9.1 Business Associate agrees to maintain an appropriate record-keeping process to enable it to comply with the requirements of this Agreement, including, but not limited to, retaining all PHI for a period of ten (10) years, unless this Agreement is earlier terminated and Business Associate returns all PHI to Hospital.

ARTICLE 10 AVAILABILITY OF BOOKS AND RECORDS

10.1 Business Associate hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, created by or received by Business Associate on behalf of the Hospital available to Hospital, its designee, or other governing agency or entity for the purpose of determining compliance with the law.

10.2 Upon termination of the Agreement, Business Associate will return or destroy all PHI received from the Hospital or created from such information or information received by others in the process of handling information and business for Hospital. In the event that the return or destruction of the information is not feasible, the Business Associate will continue to hold all information in a confidential manner in conformance with all relevant laws. Hospital shall have the right to determine whether or not information shall be destroyed or returned.

ARTICLE 11
RIGHT TO INJUNCTIVE RELIEF

11.1 Business Associate expressly acknowledges and agrees that the breach or threatened breach by it of any provision of this agreement may cause Hospital to be irreparably harmed and that Hospital may not have an adequate remedy at law. Therefore Business Associate agrees that upon such breach, or threatened breach, Hospital will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available at law or in equity.

ARTICLE 12
NO THIRD PARTY BENEFICIARIES

12.1 Nothing in this Amendment shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 The purpose of this Amendment is to provide for the confidentiality of Protected Health Information and the parties agree that they, and their respective employees, officers, directors, agents and contractors will act in a manner to accomplish this goal. The parties agree that even if Business Associate is subsequently determined to not be a Business Associate as provided in HIPAA, that Business Associate shall maintain the confidentiality of all Protected Health Information provided by Hospital and shall not disclose the information in violation of HIPAA and other applicable rules and regulations.

13.2 The persons signing this Amendment warrant they have full authority to do so and that their signatures shall bind the parties for which they sign.

13.3 Except as otherwise modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect; however, in the event of a conflict between the terms of the Agreement and this Amendment, the terms of the Amendment shall control.

In Witness thereof, the parties have executed this Agreement as of the day and year first above written.

OTTUMWA REGIONAL

BOARD OF SUPERVISORS

HEALTH CENTER

MAHASKA COUNTY, IOWA

By: _____
David Recupero

By: _____
Greg Gordy

Title: VP/CFO

Title: Supervisor - chair

Date: October 30.2003

Date: 11-3-03

Courthouse space was discussed with Joleen Arnold, CPC for Mahaska County. No decisions were made today.

It was moved by Rouw seconded by VanWeelden to place Troy Bemis on the payroll as maintenance effective November 17, 2003 at \$11.50 per hour with \$.50 cent per hour increase at the end of 90 days with evaluation and \$.50 cents per hour increase at end of six (6) months with evaluation. All present voted aye. Motion carried. COC will continue until the end of November. COC will continue to do the Mahaska Building.

Department heads met with the board to discuss the necessity to hire a new GIS coordinator as soon as possible. They will evaluate the applications and make a recommendation to the supervisors.

Lawrence Rouw discussed with the other members of the board a Transportation Survey from Area 15 Regional Planning Commission.

The snow ordinance will be published and a public hearing will be scheduled.

Evaluation surveys will be handed out to each department for the evaluation of the maintenance department.

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

Chairman, Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor