

March 22, 2010

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Lawrence Rouw, vice chairman – Henry W. VanWeelden and member – Greg Gordy. Also present were the following: Scott Dailey, KBOE Radio; Eric Dursky, Mahaska County Sanitarian; Ben Hoskinson, Mahaska County IRVM; Miranda Johnson, MCARD; Julie Bak, Mahaska County CPC; Pat Brainard and Mary Beth Northcutt, Mahaska County DHS; Michael Schrock, Jr., Oskaloosa City Manager; Doug Rodwell, John Davis, Don VanDonselaar, Ed Goemaat, Mahaska County Secondary Road Employees; Travis McDowell, Ziegler CAT; Daryl Menninga, Murphy Tractor & Equip.; Jerome Nusbaum, Mahaska County Engineer; Brandt Smith, Mahaska County Resident; Leroy Nutgren, Hubert Parker, Barry Versteegh, Peggy Wright, Mahaska County Conservation Board members; Carrie Bond, Mahaska County Conservation Employee; and Sue Brown, Mahaska County Deputy Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

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

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

It was moved by Gordy seconded by VanWeelden to approve the minutes of the March 1st, 8th and 11th meetings. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve publishing of the noxious weed notice as presented by Ben Hoskinson, IRVM director. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the request of Mahaska County Conservation interim director Ben Hoskinson to place David Sedivec on the payroll as the Mahaska County Conservation Director at a salary of \$41,000 annually (exempt position) effective April 6, 2010. All present voted aye. Motion carried.

Miranda Johnson, MCARD Director gave the board her monthly report and it was placed on file.

Eric Dursky, Mahaska County Sanitarian gave the board his monthly report.

It was moved by VanWeelden seconded by Gordy to approve the Class C liquor license application for Larry's Berries and Vi's Vines. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the Class C liquor license application for Tassel Ridge Winery. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve and sign the following contract with Magellan presented by Julie Bak, Mahaska County CPC. All present voted aye. Motion carried.

MAGELLAN BEHAVIORAL HEALTH, INC.
TARGETED CASE MANAGEMENT
PARTICIPATION AGREEMENT

THIS AGREEMENT (the “Agreement”), entered into this 22nd day of March 2010 is by and between MAGELLAN BEHAVIORAL HEALTH, INC., for itself and on behalf of its Affiliate, Magellan Behavioral Care of Iowa, Inc. (collectively referred to as “Magellan”) and MAHASKA COUNTY CASE MANAGEMENT (“County”).

WHEREAS, Magellan Behavioral Care of Iowa, Inc. (MBCI), a subsidiary of Magellan Health Services, Inc. and an affiliate of Magellan Behavioral Health, Inc., has entered into an agreement with the State of Iowa Department of Human Services (DHS), Division of Medical Services and the Iowa Department of Public Health, Division of Substance Abuse and Health Promotion within the State of Iowa to provide, arrange for, and/or administer prepaid mental health and/or substance abuse treatment services on behalf of individuals covered by The Iowa Plan for Behavioral Health (the “Iowa Plan”); and

WHEREAS, County, or its subcontractor, is accredited under the laws of the state of Iowa to provide Targeted Case Management services for Iowa Plan Clients with a Chronic Mental Illness; and

WHEREAS, County, or through its subcontractor, will provide Targeted Case Management for Iowa Plan Clients with Chronic Mental Illness as specified in applicable Iowa law, including, but not limited to, the Iowa Administrative Rules 441—90.1 to 90.7.

WHEREAS, Magellan and County mutually desire to preserve and enhance patient dignity;

NOW, THEREFORE, in consideration of the premises, promises and mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

SECTION 1

Definitions

Chronic Mental Illness: As defined in Iowa Administrative Rules 441—90.1.

Coverage Agreement: The existing or future policies, contracts, certificates or health plans entered into or issued by or in conjunction with the State of Iowa, Department of Human Services and the State of Iowa, Department of Public Health entitling Iowa Plan Clients to Need for Service.

Covered Services: Target Case Management services that Magellan is obligated to arrange to provide to Iowa Plan Clients under the Managed Care Agreement.

DHS: The Iowa Department of Human Services.

Iowa Plan Client: Any person entitled to receive services pursuant to the terms of a Coverage Agreement.

Managed Care Agreement: That certain contract between the State of Iowa Department of Human Services, Division of Medical Services and the State Department of Public Health, Division of Substance Abuse and Health Promotion and MBCI, for the Iowa Plan.

Magellan Policies and Procedures: Shall include all Magellan standards, policies, procedures, definitions, criteria, and guidelines as stated in Magellan handbooks, manuals, and other documents, as amended from time to time by Magellan.

Need for service: The initial and ongoing need for service that is based on evidence presented by the TCM Participating Provider, including diagnostic reports, documentation of provision of services, and information supplied by the consumer and other appropriate sources. The evidence shall demonstrate that all of the following criteria are met:

- a. The consumer has a need for Targeted Case Management Services to manage multiple resources pertaining to medical and interrelated social and educational services for the benefit of the consumer.
- b. The consumer has functional limitations and lacks the ability to independently access and sustain involvement in necessary services.
- c. The consumer is not receiving other paid benefits under the medical assistance program or under a Medicaid managed health care plan that serve the same purpose as Targeted Case Management Services.

Participating Provider: An organization that is designated by the county to provide Targeted Case Management Services.

Payor: The Iowa Department of Human Services, Division of Medical Services and the Iowa Department of Public Health, Division of Substance Abuse and Health Promotion that pays Magellan to administer the Iowa Plan for Behavioral Health.

Targeted Case Management Services: Individual case management services targeted to persons with chronic mental illness, mental retardation or developmental disabilities as defined in Chapter 225C.20 of the Code of Iowa with standards set forth in the Iowa Administrative Code 441 Chapter 24 Magellan is responsible for Targeted Case Management Services for persons who have chronic mental illness.

TCM Program: The provider or facility designated by and/or under subcontract with the applicable county board of supervisors to provide targeted case management services. The staff may or may not be directly employed by the respective county. Such provider or facility must be appropriately licensed, certified, or accredited to provide covered, targeted case management services, meets the credentialing criteria, agrees to the

standard contract terms, and wishes to participate in the provision of targeted case management services.

SECTION 2

Duties of County

Section 2.1 Provision of Covered Services. County, through the applicable TCM Program, shall provide Targeted Case Management Services to each Iowa Plan Client who is authorized by Magellan to receive such services. Such services shall be rendered in compliance with applicable state and federal laws and regulations, including, but not limited to, Iowa Administrative Rules 441 -- 90, Magellan's Policies and Procedures. County agrees to provide translation services to non-English speaking and/or hearing impaired Iowa Plan Clients.

County shall provide Covered Services in a manner that: (a) offers quality health care; (b) offers health care delivery in a cost-effective manner; (c) documents the medical care provided in conformance with Federal, State, and local laws and regulations and Magellan's accreditation guidelines; and (d) protects the confidentiality of Iowa Plan Clients' medical records. County may communicate with Iowa Plan Clients regarding available treatment options regardless of the Iowa Plan Client's benefit coverage limitations. The parties shall not enter into a financial incentive plan to reduce or limit the provision for the Need for Services to Iowa Plan Clients.

Section 2.2 Compliance with Policies and Procedures. County and TCM staff shall be bound by and provide Covered Services in compliance with Magellan's Policies and Procedures and Medicaid's applicable policies. Failure to comply with Magellan's Policies and Procedures may result in sanctions such as, but not limited to the loss of reimbursement and/or termination of this Agreement.

Section 2.2.1 Utilization Review/Management, Quality Improvement, Peer Review and Appeal and Grievance Procedures. County and TCM Program agree to cooperate and participate with all utilization review/management, quality improvement, peer review, appeal and grievance procedures, or other similar programs established by Magellan or Payor. County shall permit access to any and all portions of the medical record which resulted from Iowa Plan Client's receipt of Targeted Case Management Services. County acknowledges that Magellan's utilization review program may include on-site review of Covered Services to Iowa Plan Clients and agrees to permit Magellan's utilization review staff on-site access. County agrees to be bound by any final determination of Magellan and/or Payor as it relates to any Iowa Plan Client receiving Covered Services from County under this Agreement.

Section 2.2.2 Compliance with Credentialing and Recredentialing Policies and Procedures. County agrees to comply with the State of Iowa's and Magellan's accreditation policies and procedures with respect to the TCM Program. County represents and warrants that information provided to Magellan in connection with its accreditation, in connection with this Agreement, is true and correct in all material respects. County shall notify Magellan of any material change to any item or information previously provided to Magellan. County further agrees that any such information which

is subsequently found to be false could result in sanctions including, but not limited to, change in network status and/or termination of this Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Iowa Plan Clients by County and the TCM Program must be authorized by Magellan prior to or at the time of rendering services or in accordance with Magellan's Policies and Procedures, subject to applicable state and federal laws. No Iowa Plan Client shall be provided Covered Services for continuing treatment without authorization by Magellan and a clinical evaluation documenting that there is a Need for Service, subject to applicable state and federal laws. Failure to obtain authorization from Magellan, in accordance with Magellan Policies and Procedures, may result in sanctions including, but not limited to, the loss of reimbursement and/or termination of this Agreement, subject to applicable state and federal laws. Magellan's utilization management procedures shall not diminish County's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4

Reimbursement

Section 2.4.1 Iowa Plan Client Eligibility Verification. County shall verify the status of any Iowa Plan Client's eligibility for Covered Services by contacting Payor or Magellan; non-covered services are not eligible for payment by Payor or Magellan.

Section 2.4.2 Compensation to County. County agrees to accept payment from Magellan for Covered Services provided to Iowa Plan Clients under this Agreement as payment in full. County agrees that such payment shall be made in accordance with the attached Exhibits. County shall not be paid by Magellan for Covered Services in which a Need for Service has not been determined. County shall not charge Iowa Plan Clients for missed appointments.

Section 2.4.3 Performance Guarantees. If Magellan determines that deficiencies identified and reported in writing to County relating to the Quality Management Program, Utilization Review Program, credentialing, recredentialing, encounter reporting, or financial reporting have not been corrected by County within a reasonable period of time, a final notice shall be sent to County requiring that County correct such deficiencies within thirty (30) days of notice.

Section 2.4.4 Claims Processing. County agrees to submit all claims for reimbursement no later than sixty (60) days from the date Covered Services are rendered, or in accordance with Magellan's Policies and Procedures or Payor's applicable policies. Pursuant to the terms of the Managed Care Agreement, Magellan is not obligated to pay any claim submitted more than one year after the date upon which services were rendered.

Section 2.4.5 Hold Harmless Commitment. County on behalf of itself and any assignee or subcontractors agrees that in no event, including but not limited to non-payment by Magellan or Payor, insolvency of Magellan or Payor or breach of this Agreement, shall County on behalf of itself and any assignee or subcontractors or employees bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Iowa Plan Client or any other persons other than Magellan, for

services provided pursuant to this Agreement. County further agrees that: (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Iowa Plan Client; and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between County and Iowa Plan Client relating to Targeted Case Management Services, or persons acting on their behalf, and that (3) any modifications, additions, or deletions to this provision shall become effective on a date no earlier than that specified by the State of Iowa, if required.

SECTION 3

Duties of Magellan

Section 3.1 Clinical Services. Magellan agrees to provide, as Magellan deems necessary, case management coordination including ongoing assessment to facilitate the services provided by the County to Iowa Plan Clients.

Section 3.2 Claims Payment. Magellan will make commercially reasonable efforts to pay “clean claims” within thirty (30) days or in compliance with applicable state and federal law. A “clean claim” is defined as a properly completed claim form as designated by Magellan (such as a UB-92 or CMS-1500), submitted in accordance with Magellan’s Policies and Procedures which does not require research from any outside source or involve coordination of benefits, third party liability or subrogation.

SECTION 4

Relationship Between Parties

Section 4.1 Relationship between Magellan and County. The relationship between Magellan and County is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. County shall maintain social security, workers’ compensation and all other employee benefits covering County’s employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.2 County Liability Insurance. County shall procure and maintain, at County’s sole expense, (1) professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate; and (2) comprehensive general and/or umbrella liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. County shall also assure that the TCM Program employed by or under contract with County to render Covered Services to Iowa Plan Clients procure and maintain such insurance in the same amounts, unless they are covered under County’s insurance policies. County’s and other health care professionals’ professional liability insurance shall be either occurrence or claims-made. If the insurance policy is claims- made, County shall be required to furnish a maintain an extended period reporting endorsement (“tail policy”) under such terms and conditions as may be reasonably required by Magellan. Prior to or within 30 days following execution of this Agreement by County

and at each policy renewal thereafter, County shall submit to Magellan in writing evidence of insurance coverage. County shall notify Magellan in writing, within 10 days of (a) any changes in carrier, termination of, renewal of or any material changes in County's liability insurance, including reduction of limits, erosion of aggregate, changes in retention or non-payment of premium; or (b) any settlement, judgment or other disposition of any malpractice or similar claim against County and/or any health care professional eligible to provide services hereunder.

SECTION 6

Laws, Regulations, Licenses and Accreditation

Section 6.1 Laws, Regulations, Licenses and Accreditation. County 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. Upon written request by Magellan, County shall provide Magellan with a copy of its statement of accreditation status and survey from the DHS or any other accrediting body. Additionally, County represents that it has engaged duly licensed and qualified staff. County shall notify Magellan in writing, within 10 days of: (a) any suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any action which could reasonably lead to such restriction on County's or any TCM Program or other health care professional affiliated with County's licenses, certification and permits by any state in which County and/or such professional is authorized to provide health care services; or (b) any charges of malpractice or professional misconduct brought against County and/or any TCM Program under contract with County. Further, County shall notify Magellan in writing within 10 days in the event of any change in the licensure or privileges of any County staff or TCM Program, including but not limited to suspension, revocation, condition, limitation, qualification or other restriction, or upon initiation of any action which could reasonably lead to such restriction of such County's staff license, certification and permit by any state in which such County's staff is authorized to provide Targeted Case Management Services.

Section 6.2 Compliance with Civil Rights Laws. County agrees not to discriminate or differentiate in the treatment of any individual based on sex, marital status, age, race, sexual orientation, creed, color, religion, Vietnam era veteran status, health status, disability, national origin, political affiliation or otherwise, including by reason of the fact that the individual is an Iowa Plan Client. The County agrees to ensure that Targeted Case Management Services are rendered to Iowa Plan Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual customarily receiving services from County.

Section 6.3 Equal Opportunity Employer. Magellan is an equal employment opportunity and Executive Order 11246 affirmative action employer. Magellan 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. County agrees that it is in full compliance with Magellan's Equal Employment policy as expressed herein.

SECTION 7

Public Relations

Section 7.1 Rights of County, Magellan and Payor. County agrees that Magellan and/or Payor may use County's name, address, telephone number, description of County and County's care and specialty services in any promotional activities. County further agrees to cooperate and participate in all reasonable promotional activities undertaken by Magellan. Otherwise, County and Magellan shall not use each other's name, symbol or service mark without prior written approval of the other party. County shall not use Payor's name, symbol or service mark without prior written approval of Payor.

SECTION 8

Books and Records

Section 8.1 Access to Books and Records. If copies of Iowa Plan Clients' medical records are requested by Magellan or Payor for appeals or any utilization, grievance or claims payment review, County agrees to provide the medical records without charges. If copies of Iowa Plan Clients' medical records are requested by Magellan for any other purpose, Magellan shall reimburse County at the rate of Twenty-five Cents (\$.25) per page, with the total charge not to exceed Twenty-five Dollars (\$25.00) per record. Unless otherwise required by applicable statutes or regulations, Magellan and/or Payor shall have access to such books and records during the term of this Agreement and for seven (7) years following its termination. County shall provide records or copies of records requested by Magellan and/or Payor within ten (10) days from the date such request is made.

Section 8.2 Required Access by Governmental Agencies. Until the expiration of seven (7) years after the furnishing of services under this Agreement, County and Magellan shall make records and information available to authorized representatives of federal, state and local government, upon written request.

Section 8.3 Confidentiality of Records. Magellan and County agree to maintain the confidentiality of all information regarding Covered Services provided to Iowa Plan Clients under this Agreement in accordance with any applicable state and federal laws and regulations. County acknowledges that in receiving, storing, processing, or otherwise dealing with information from Magellan or Payor about Iowa Plan Clients, it is fully bound by federal and state laws and regulations governing the confidentiality of medical records, mental health records and/or alcohol and drug abuse patient records.

SECTION 9

Confidentiality of Magellan's Proprietary Information

Section 9.1 Confidentiality of Proprietary Information. County specifically agrees to keep confidential and not to disclose to others any and all business, financial, credentialing, utilization review, quality improvement, protocols or procedures, manuals and/or other information marked or otherwise designated "Confidential" or "Proprietary" and made available to it by Magellan and/or Payor ("Confidential Information"). Upon request of

Magellan and/or Payor, or in the event of the expiration or other termination of this Agreement, County shall promptly return all such Confidential Information to Magellan or Payor, as the case may be. County agrees not to use any such Confidential Information of Magellan and/or Payor except in conjunction with the purposes of this Agreement. The terms of this Section shall survive termination of this Agreement.

SECTION 10

Resolution of Disputes

Section 10.1 Resolution of Disputes. In the event that a dispute between Magellan and County arises out of or is related to this Agreement, the parties to the dispute shall negotiate in good faith to attempt to resolve the dispute. If the dispute pertains to a matter which is generally administered in accordance with Magellan Policies and Procedures involving, for example, credentialing or quality improvement, then the Magellan Policies and Procedures must be fully exhausted by County. County acknowledges that the recommendation and determination of whether there is a Need for Service for Covered Services shall be made in accordance with Magellan Policies and Procedures and shall not be subject to this Section 10. Payor may not be bound by the provisions of this Section 10.

SECTION 11

Term and Termination

Section 11.1 Term. The initial term of this Agreement shall be for a period of one 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.

Section 11.2 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 11.3 Termination With Cause by Magellan. Magellan shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of any of the following events:

- (a) Termination of Magellan's obligation to obtain Covered Services on behalf of Payor;
- (b) Restriction, suspension or revocation of County's or TCM Program's license and/or accreditation;
- (c) County's or TCM Program's loss of any liability insurance required under this Agreement;
- (d) County's or TCM Program's exclusion from participation in Payor's programs;
- (g) County's or TCM Program's submission of false or misleading billing information; or
- (h) County's breach of any of the terms or obligations of this Agreement.

Section 11.4 Termination with Cause by County. County shall have the tight to terminate this Agreement immediately by giving written notice to Magellan upon the occurrence of Magellan's material breach of any of the terms or obligations of this Agreement.

Section 11.5 Information to Iowa Plan Clients. County acknowledges the right of Magellan to inform Iowa Plan Clients of County's termination and agrees to cooperate with Magellan in deciding on the form of such notification.

Section 11.6 Continuation of Services After Termination. Upon request of Magellan, County shall continue to provide Targeted Case Management Services to Iowa Plan Clients who are receiving such services from County as of the date of termination of this Agreement. Said services shall be rendered in accordance with the terms of this Agreement until the Iowa Plan Client has been transferred by Magellan to another County or until Iowa Plan Client is discharged.

SECTION 12

Miscellaneous

Section 12.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Magellan may amend this Agreement upon thirty (30) days advance notice to County and if County does not provide a written objection to Magellan within the thirty (30) day period, then the amendment shall be effective at the expiration of the thirty (30) day period. If County does object to the amendment, then Magellan, in its discretion, may terminate this Agreement.

Section 12.2 Regulatory Amendment. Magellan also may amend this Agreement to comply with applicable statutes and regulations, and shall give written notice to County of such amendment and its effective date. Such amendment will not require thirty (30) days advance written notice.

Section 12.3 Non-Exclusivity. This Agreement is non-exclusive. County may enter into similar contracts without limitation under this Agreement, so long as County can continue to fulfill all of its duties hereunder.

Section 12.4 Assignment. Magellan may assign all or any of its rights or delegate its responsibilities under this Agreement to any Affiliate, or in connection with a merger or acquisition involving Magellan or an Affiliate. County acknowledges that persons and entities under contract with Magellan may perform certain administrative services under this Agreement. County may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of Magellan, which consent shall not be unreasonably withheld.

Section 12.5 Entire Agreement; Future Agreements with Affiliates. This Agreement and exhibits attached hereto constitute the entire agreement between Magellan and its Affiliates and County, and supersedes or replaces any prior agreements between Magellan and/or its Affiliates and County, whether written or oral, relating Targeted Case Management Services. After the date hereof, with respect to any New Affiliates, Magellan shall have the option, exercisable by Magellan at any time by providing written notice thereof to County, to have the terms of this Agreement supersede the terms of the Affiliate Contract and apply to the relationship between Magellan and such New Affiliate, as if such New Affiliate were a party hereto; unless Magellan provides such notice, the Affiliate Contract shall remain in effect as to the New Affiliate until its expiration, termination, or substitution in accordance with its terms.

Section 12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where Covered Services are provided under this Agreement.

Section 12.7 Third Party Beneficiaries. Except for the Affiliates, which are intended to be third party beneficiaries of this Agreement, and except as otherwise specifically provided herein, this Agreement shall not create or be construed to create in any manner whatsoever, any rights in any Iowa Plan Client or in any other person as a third party beneficiary of this Agreement or otherwise.

Section 12.8 Notices to Magellan. Any notice, request, demand, waiver, consent, approval, or other communication to Magellan which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, or sent by registered or certified mail, or by express mail courier service, postage prepaid, as follows:

Magellan Behavioral Care of Iowa, Inc.

2600 Westown Parkway, Suite 200

West Des Moines, IA 50266

or to such other address as Magellan may have specified in a notice duly given to the County as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered or certified mail.

Section 12.9 Notices to County. Any notice, request, demand, waiver, consent, approval, or other communication to County which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by registered, certified or regular mail or by express mail courier service, postage prepaid, as follows:

MAHASKA COUNTY CASE MANAGEMENT

106 S 1ST ST STE 3

OSKALOOSA. IA 52577-3 143

Attention: CPC

or to such other address as County may have specified in a notice duly given to Magellan as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered in case of personal delivery or express mail delivery and three (3) calendar days after being mailed, if sent by registered, certified or regular mail.

Section 12.10 Invalidity. The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.

Section 12.11 No Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

Section 12.12 Successors and Assigns. This Agreement shall be binding upon the parties, their successors and assigns.

Section 12.13 Headings. The headings of the various Sections of this Agreement are inserted for the purpose of convenience only and do not, expressly or by implication, limit, define or extend the specific terms of the Section so designated.

Section 12.14 Attestation. The undersigned hereby attests and affirms that County shall not refer Iowa Plan Clients to another provider for Targeted Case Management Services, other than the TCM Program, without specific authorization by Magellan. County understands and acknowledges that Magellan is the only definitive source of information related to a TCM Program's credentialing status with Magellan. County understands and agrees that all questions concerning a TCM Program's credentialing status with Magellan must be directed to Magellan. Magellan shall permit only the TCM Program whose credentials have been verified by Magellan to render services to Iowa Plan Clients.

MAGELLAN BEHAVIORAL HEALTH, INC.

MAHASKA COUNTY CASEMANAGEMENT

By: _____

By: /s/Lawrence Rouw

Print Name: Debra Halladay

Print Name: Lawrence Rouw

Print Title: Vice President, Network Operations

Print Title: Supervisor

Date: _____

Date: 03/22/2010

This information is confidential and the proprietary information of Magellan.

Agreement— Magellan Provider Participation Agreement -TCM

Revision Date: 1/27/10

EXHIBIT B

IOWA PLAN CASE MANAGEMENT ADDENDUM

City/State: _____ Payor, if specified: Iowa Plan

Provider: _____ This Exhibit applies to named Payor only.

Date: _____

IOWA PLAN TARGETED CASE MANAGEMENT CLIENTS

County shall provide Targeted Case Management Covered Services to Iowa Plan Clients who meet the need for services pursuant to Iowa Administrative Rules 441—90, subject to the authorization requirements stated in this Agreement.

COMPENSATION SCHEDULE

Magellan will pay County an estimated amount per Iowa Plan Client per unit of service for Targeted Case Management Services provided pursuant to the terms of this Agreement. The estimated amount paid to County is a projected rate based on reasonable and proper costs of operation, pursuant to federally accepted reimbursement principles (such as Medicare or OMB A-87 principles) with an annual retrospective cost settlement conducted by the State of Iowa Fiscal Intermediary and/or Magellan and based on County's submission of the actual costs of operation and service utilization data on the State of Iowa's financial and statistical reports.

County shall submit to the State of Iowa Fiscal Intermediary the County's actual per Iowa Plan Client per unit of service cost for Targeted Case Management Services provided by County to Iowa Plan Clients. Magellan shall reconcile the difference between the estimated amounts paid to County and the actual costs for the Targeted Case Management Services provided by the County to Iowa Plan Clients. If the reconciliation reveals an overpayment to County, County will reimburse Magellan the overpayment to Magellan within fifteen (15) days of the notice of such overpayment. If the reconciliation reveals an underpayment to County, Magellan will pay County the amount of such underpayment within fifteen (15) days of the completion of the reconciliation.

Magellan shall submit to County, within ninety (90) days of receipt from the State of Iowa Fiscal Intermediary of the actual per Iowa Plan Client per unit of service cost for Targeted Case Management Services, a summary of the actual costs and the estimated costs, including the amount owed by County to Magellan or Magellan to County.

The compensation set forth herein is payment in full for Targeted Case Management Covered Services provided to Iowa Plan Clients pursuant to the terms of the Agreement and this Exhibit.

Magellan may withhold payments to County if County fails to submit, on a timely basis, any documentation required by Magellan.

ADMINISTRATIVE REQUIREMENTS.

County is required to abide by the following administrative guidelines: Iowa Administrative Code 441— 90.1 to 90.7.

This information is confidential and the proprietary information of Magellan.

Agreement — Magellan Provider Participation Agreement - TCM Revision Date: 1/27/10

It was moved by Gordy seconded by VanWeelden to approve the monthly report for the Veterans Affairs Commission for February, 2010. All present voted aye. Motion carried.

Pat Brainard and Mary Beth Northcutt discussed the DHS phone system with the board. The matter was tabled till next meeting when more information from the state is available.

Non-union health plan book insurance language was tabled until the final union agreements are received.

It was moved by VanWeelden seconded by Rouw to pay outstanding legal bills incurred by the conservation department. Rouw – nay; Gordy – nay; VanWeelden – aye. Motion denied.

It was moved by VanWeelden seconded by Gordy to approve the request of the sheriff to place Emmy Christine Voss on the payroll in the jail full-time beginning March 1, 2010 at \$30,000 annually. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the sheriff to place Erica Danielle Swink on the payroll in the jail full-time beginning March 10, 2010 at \$25,000 annually. All present voted aye. Motion carried.

Approval of Leighton Clean Up Days was tabled.

Two bids were opened for a Motorgrader w/snow wing.

Ziegler Cat

CAT Model 140M Joystick 183-218 Horsepower	\$218,307
Snow Arrangement Pkg.	9,166
Rear Hydraulic Post	3,133
Front Lift Group	6,613
Trade: 1996 Deere Motorgrader 770BH SN 553275	-20,000

Murphy Tractor

John Deere 770GP Joystick/Wheel 165-230 Horsepower	\$221,493
Or	
John Deere 770G Wheel 165-230 Horsepower	\$207,965
Snow Arrangement Pkg.	included
Rear Hydraulic Post	included
Front Lift Group	included
Trade: 1996 Deere Motorgrader 770BH SN 553275	-29,000

It was moved by VanWeelden seconded by Gordy to approve the purchase recommended by the County Engineer of the CAT 140M motorgrader from Ziegler Cat at a cost of \$217,219.00. All present voted aye. Motion carried.

Seven trucking bids were opened.

	Durham Mine To Oskaloosa Shop	Durham Mine To Barnes City Stkple	Malcom Mine To Barnes City Stkple
Stout & Sons	\$3.00/ton	\$6.00/ton	\$4.60/ton
Ben Shinn	\$2.90/ton	\$5.10/ton	\$4.00/ton
Jerry Thompson	\$5.00/ton	\$8.00/ton	\$7.50/ton
Stevens Concrete	\$6.00/ton	\$11.00/ton	\$7.00/ton
Allen Trucking	\$3.00/ton	\$5.50/ton	\$4.50/ton
KAL Services	\$3.50/ton	\$3.75/ton	\$4.25/ton
Ben Shinn	\$2.70/ton	\$5.00/ton	\$3.80/ton

It was moved by VanWeelden seconded by Gordy to accept the bid from Ben Shinn @\$2.70/ton from Durham Mine to Oskaloosa Shop; \$5.00/ton from Durham Mine to Barnes City stockpile; \$3.80/ton from Malcom Mine to Barnes City stockpile. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the request of the engineer to place Judy Playle on the payroll as a part time janitor, 20 hours per week, (with occasional additional hours as needed) no benefits, at the Secondary Road office starting March 23, 2010. Her wage will be \$8.00/hr. All present voted aye. Motion carried.

Engineer recommended use of ARRA funding for 245th St. RCB replacement. It was moved by VanWeelden seconded by Gordy to replace RCB Culvert on 245th St. with bid letting. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve a 3 year contract beginning July 1, 2010 with County Engineer Jerry Nusbaum including a first year 1% raise; second year 0% and third year 1% raise. Item #6 of contract will be rewritten to reflect the change. Rouw – aye; Gordy – nay; VanWeelden – aye. Motion carried.

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: _____
Sue Brown, Deputy Auditor