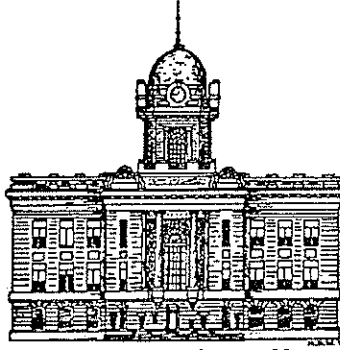


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

October 20, 2015

9:30 a.m.

- Item 1 Public Hearing for Resolution approving Valley View Estates Plat 3**
- Item 2 Elderly Nutrition – Kelli Van Manen**
 - a) Managed Health Care Provider Agreement with Amerigroup
 - b) Managed Health Care Provider Agreement with UHC of the Midlands, Inc.
- Item 3 Shive-Hattery – Chris Bauer**
 - a) Approval of amendment to agreement to complete an asbestos survey of the county home building
 - b) Jasper County Courthouse ADA Accessibility
 - 1) Approval of Professional Services Agreement to review & design an accessible sidewalk for the west courthouse entrance
 - 2) Review of sidewalk & parking alternatives
 - 3) Approval to move forward with the final design of selected layout alternative
- Item 4 Okoboji Grill- Jeff Conn**
 - a) Approval of 5 day Liquor License for use at the Christian Conference Center
- Item 5 Recorder- Denise Allen**
 - a) Approval of Recorder's Monthly Report for September, 2015
 - b) Approval of Cott Systems Hosted Services Addendum
- Item 6 Sheriff-John Halferty**
 - a) Approval of Telehealth Contract
- Item 7 Community Services – Jody Eaton**
 - a) Central Iowa Recovery 28E
 - b) Central Iowa Community Services Statement of Understandings
 - c) Stepping Up Initiative update
- Item 8 Buildings & Grounds – Adam Sparks**
 - a) Chemical Clean up at Jasper County Care Facility
- Item 9 Veterans Affairs**
 - a) Approval of Quarterly Report ending 9/30/2015

- Item 10 Approval of Board of Supervisors minutes for 10/13/15**
- Item 11 Jasper County Care Facility Demolition**
- Item 12 Board Appointments**

PUBLIC INPUT & COMMENTS

RESOLUTION NO. _____

RESOLUTION APPROVING VALLEY VIEW ESTATES PLAT 3

WHEREAS, there has been presented to the Jasper County, Iowa Board of Supervisors a plat of certain property located in Jasper County, said plat being designated as Valley View Estates Plat 3, and certified by D.M. Piagentini an Iowa Licensed Land Surveyor, and;

WHEREAS, the property covered by said plat is legally described as follows:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.

AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.

AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, and;

WHEREAS, the plat is in substantial compliance of the laws and regulations covering the same;

NOW THEREFORE be it resolved that the plat designated Valley View Estates Plat 3, of the above described property be and the same is hereby approved. The chairman of the board is hereby directed to certify a copy of this Resolution and affix the same to the plat for filing in the office of the Jasper County Recorder.

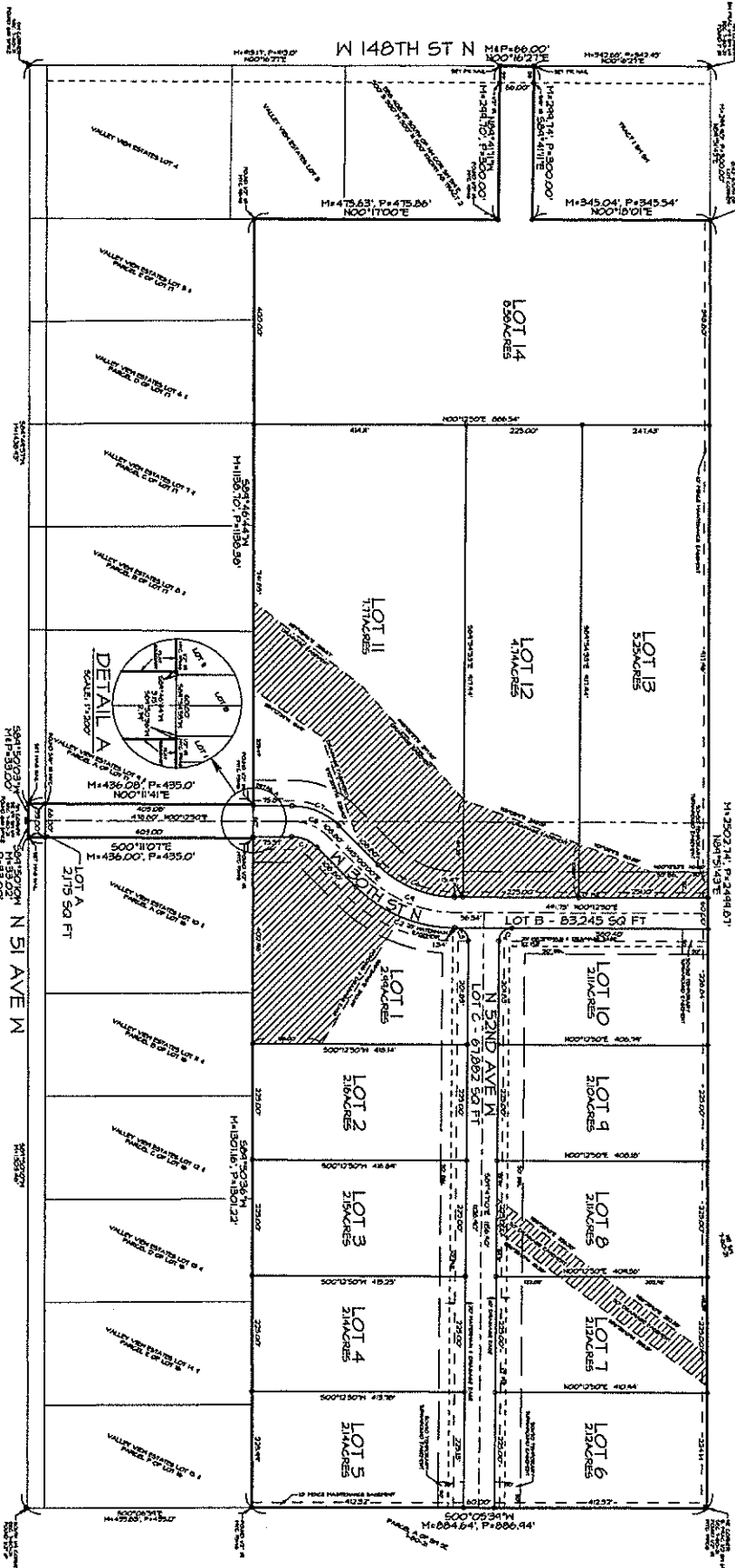
Approved by the Jasper County Board of Supervisors this _____ day of _____, 2015

Dennis Carpenter, Chairperson
Jasper County Board of Supervisors

Attest:

Dennis Parrott, Auditor

FINAL PLAT
VALLEY VIEW ESTATES PLAT 3
 SHEET 1 OF 1



OWNER/DEVELOPER
 [Name]

BULK REGULATIONS
 [List of regulations]

LEGAL DESCRIPTION
 [Legal description text]



GENERAL NOTES

1. ALL CONCRETE TO BE SET EITHER BY YEAR OR IN A SINGLE BATCH, ASSOCIATION...
2. [Note]
3. [Note]
4. [Note]
5. [Note]

(A) [Note]
 (B) [Note]
 (C) [Note]
 (D) [Note]
 (E) [Note]

CURVE TABLE

STATIONING	CHORD BEARING	CHORD LENGTH	CHORD AREA	CHORD PERIMETER
1+00.00	309.5483	200.0000	10000.0000	628.3185
2+00.00	309.5483	200.0000	10000.0000	628.3185
3+00.00	309.5483	200.0000	10000.0000	628.3185
4+00.00	309.5483	200.0000	10000.0000	628.3185
5+00.00	309.5483	200.0000	10000.0000	628.3185

CERTIFICATION

1. I, the undersigned, am a duly Licensed Professional Engineer in the State of Iowa, and I hereby certify that the foregoing plat and map were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Iowa.

2. I certify that the foregoing plat and map were prepared in accordance with the provisions of the Iowa Code, Chapter 557, and the rules and regulations of the Board of Engineering Examiners.

3. I certify that the foregoing plat and map were prepared in accordance with the provisions of the Iowa Code, Chapter 557, and the rules and regulations of the Board of Engineering Examiners.

4. I certify that the foregoing plat and map were prepared in accordance with the provisions of the Iowa Code, Chapter 557, and the rules and regulations of the Board of Engineering Examiners.

5. I certify that the foregoing plat and map were prepared in accordance with the provisions of the Iowa Code, Chapter 557, and the rules and regulations of the Board of Engineering Examiners.

LEGEND

- 1. [Symbol] [Description]
- 2. [Symbol] [Description]
- 3. [Symbol] [Description]
- 4. [Symbol] [Description]
- 5. [Symbol] [Description]

ASSOCIATED ENGINEERING COMPANY OF IOWA
 2017 North Liberty, IA 52550
 Phone: (515) 251-1125 Fax: (515) 251-3117

Prepared by: Mark A. Otto, Otto Law Office, PLLC, 123 W 2nd St N, PO Box 1356, Newton, IA 50208; (641) 792-7000

**TREASURER'S CERTIFICATE OF TAXES
AND SPECIAL ASSESSMENTS**

I, Doug Bishop, Treasurer of Jasper County, Iowa, do hereby certify that there are no unpaid taxes or special assessments against the land described in the attached and foregoing Surveyor's Certificate.

9/8/15
DATED


DOUG BISHOP, TREASURER
JASPER COUNTY, IOWA

DATE : 9/8/2015 10:25 AM
DPER : Ericka
TKBY : Ericka Rhone
TERM : 5
REC# : R00065018
=====

100 Tax Collections 14.00
Parcel: 0607351002 Full Payment
Owner: BOGASH, EUGENE
773347 - 2014 Tax 14.00

100 Tax Collections 704.00
Parcel: 0607351015 Full Payment
Owner: BOGASH, EUGENE
771466 - 2014 Tax 704.00

100 Tax Collections 838.00
Parcel: 0607376008 Full Payment
Owner: BOGASH, EUGENE
764462 - 2014 Tax 838.00

Paid By:BOGASH, EUGENE
2-Check 1556.00 REF:3557

APPLIED 1556.00
TENDERED 1556.00

CHANGE 0.00

-continued-

Prepared by: Mark A. Otto, Otto Law Office, PLLC, 123 W 2nd St N, PO Box 1356, Newton, IA 50208; (641) 792-7000

ATTORNEY'S CERTIFICATE

I, Mark A. Otto, an Attorney at Law duly licensed to practice before the Courts of Record of the State of Iowa, do hereby certify that I have examined the title to the lands shown upon the attached plat and the title of such lands is in Eugene Bogash, free and clear of all encumbrances.

August 26 2015
DATED



MARK A. OTTO
ATTORNEY-AT-LAW

Prepared by: Mark A. Otto, Otto Law Office, PLLC, 123 W 2nd St N, PO Box 1356, Newton, IA 50208; (641) 792-7000

CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That Eugene Bogash, single, being the owner, proprietor and record title holder of lands described in the attached Plat of Valley View Estates Plat 3 in Jasper County, Iowa, state that the same was made with his free consent and in accordance with his desires.

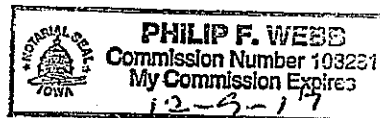
Executed at Newton, Iowa on this 30 day of SEPTEMBER 2015.


Eugene Bogash

STATE OF IOWA)
) ss:
JASPER COUNTY)

On this 30 day of SEPTEMBER, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Bogash to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.





Notary Public in and for the State of Iowa

DEED OF RESTRICTIONS
TO
VALLEY VIEW ESTATES PLAT 3

Eugene Bogash, single, owner of the following described real estate, to-wit:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.

AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.

AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County.

same being the real property now duly platted as VALLEY VIEW ESTATES PLAT 3, a Subdivision of Jasper County, Iowa at Book _____ at Page _____, hereby makes the following declarations as to limitations, restrictions and uses to which the lots constituting such subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of limitations on all future owners in such subdivision, this Deed of Restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in use as specified herein:

1. Only domestic pets may be kept within the subdivision area and no reproduction operations of pets shall be carried on therein and specifically no farm type livestock shall be permitted to be kept on subject premises, with the exception of one (1) horse, pony, mule or llama, and 4-H cattle and poultry.
2. Buildings must be of stick built construction on site.
3. As set forth on the plat, no structures shall be erected on any lot nearer than fifteen feet (15') to any lot line on sides, and fifty feet (50') on front, and fifty feet (50') on rear.
4. On any chimney from which combustible materials could be discharged, spark arresters must be maintained, and lots must be kept mowed and free from noxious weeds and debris.
5. Lots 1 through 13 of this subdivision shall not be re-subdivided into smaller units.
6. The owners of Lots 1 through 13 shall each constitute one member of Valley View Estates Plat 3 Homeowners Association, Inc. The Association shall own the roadways in the subdivisions and shall regulate and enforce the placement of tubes in the road side and drainage easement areas as shown on the plat, for the driveways to lots. The undersigned, Eugene Bogash, agrees on behalf of himself, his successors and assigns, as owners of the agricultural property adjacent to the subdivision to the north, to-wit:

The Northeast Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

AND

Lots 1, 2, 3 and 4 of the Northwest Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

to be responsible for any fencing required by law between the subdivision and any adjacent property north thereof. The Association shall also be responsible for any fencing required by law between the subdivision and any adjacent agricultural property east thereof, to-wit:

Parcel A of the Southwest Quarter of the Southeast Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

Lots 1 through 13 will be subject to an assessment fee. This will be used to pay any and all expenses of the corporation. This will be assessed and collected by the corporation. Such assessment shall be payable in June and December each year. Any unpaid accounts shall be a lien against said real estate when the corporation files notice of delinquency in the office of the Recorder of Jasper County, Iowa. The amount may be changed annually if the accumulated amounts are not sufficient to meet the expenses of the corporation.

7. This subdivision shall be limited to residential use only and no noxious or offensive activities which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any lot in this subdivision. "Residential use shall be defined as limiting said use to one single family dwelling per lot."

8. A perpetual easement is hereby created and reserved over, through and across each lot adjacent to the roadway for the installation and perpetual maintenance of public utilities, water main, and drainage as shown on the Plat and set forth below:

A public utility easement:

- The easterly ten feet (10') of Lots 11, 12 and 13
- The North ten feet (10') of the South twenty feet (20') of Lots 6, 7, 8, 9 and 10
- The East ten feet (10') of the West thirty-five feet (35') of Lot 10
- The South ten feet (10') of the North thirty-five feet (35') of Lots 1, 2, 3, 4 and 5

A water main easement:

- The westerly twenty-five feet (25') of Lot 1

A water main and drainage easement:

- The westerly twenty-five feet (25') of Lot 10
- The North twenty-five feet (25') of Lots 1, 2, 3, 4 and 5

9. A perpetual easement is hereby created and granted to Jasper County, Iowa to permit the right to maintain the roads in the subdivision and to bill the members of the association for maintenance, in the event the subdivision roads are not maintained. A turnaround easement of fifty feet (50') by fifty feet (50') is reserved over Lots 5, 6, 10 and 13 as shown on the Plat.

10. A perpetual easement is hereby created and reserved over, through and across the North fifty feet (50') of the East one hundred fifty feet (150') of Lot 13 and the entire roadway in the subdivision for ingress and egress for the benefit of property adjacent to the North of the Subdivision.

11. A perpetual easement is hereby created and reserved over, through and across Lots 1, 7, 8, 11, 12 and 13 for ponding and drainage, as shown on the Plat for the benefit of property adjacent to the North of the Subdivision.

12. Any culverts to be used for crossing drainage easements must be designed by a licensed professional engineer.

13. Any subsurface drainage facilities that are disturbed, must be restored or rerouted by the property owner.

14. During construction and grading individual lot owners will alter existing topography and shall become responsible, the lot owner themselves are responsible, not the developer of the plat or the engineer of the plat, for the following:

- a Individual lot owners are responsible for ensuring post development runoff from their site does not adversely affect downstream drainage facilities or property owners.

b. Individual lot owners are responsible for grading their lot to convey runoff generated from their lot and runoff generated from adjacent lots in such a manner as to "not":

- (i.) Damage down stream property.
- (ii.) Restrict off site flow from being conveyed across their lot.
- (iii.) Change the general direction of flow of runoff.

c. Individual lot owners are responsible for ensuring their site is graded to protect their private property from any and all damage from storm runoff generated onsite or offsite.

d. Individual lot owners shall not grade any portion of their lot to cause runoff to become concentrated flow without providing protect for downstream property.

12. These restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-one years (21) from the date the recording of these restrictions, at which time such covenants shall be automatically terminate unless a verified claim is filed pursuant to Iowa Code Section 614.24 (2008) to extend these restrictions.

13. If any person shall violate or attempt to violate any of the restrictions herein before the expiration of twenty-one (21) years from the date of the recording of these restrictions, or thereafter if they have been extended, it shall be lawful for any other person or persons owning any of the other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, either to prevent him or them from doing so or to recover damages or other dues for such violation.

14. Invalidation of any one of these restrictions by judgment of Court Order shall not affect any of the other provisions which shall remain in full force and effect.

Dated this 29 day of SEPTEMBER, 2015.

Eugene Bogash
Eugene Bogash

STATE OF IOWA)
) SS:
JASPER COUNTY)

On this 29 day of SEPTEMBER, 2015, before me, the undersigned, a Notary Public in and for said state, personally appeared Eugene Bogash, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Philip F. Webb
Notary Public in and for the State of Iowa

Prepared by: Mark A. Otto, Otto Law Office, PLLC, 123 W 2nd St N, Newton, IA 50208; (641) 792-7000
Return to: Mark A. Otto, Otto Law Office, PLLC, PO Box 1356, Newton, IA 50208

AGRICULTURAL TOLERANCE EASEMENT

Eugene Bogash, a single person, is the record equitable titleholders of real property described as follows:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.

AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.

AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County.

Grantor has created a subdivision on the above-described property. Grantor grants to the owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

1. The grantors, their heirs, successors, and assigns acknowledge by the granting of this easement that the above described property is situated in an agricultural area and may be subjected to conditions resulting from EXISTING commercial agricultural operations on adjacent lands. Such EXISTING operations may include the cultivation, harvesting, and storage of crops and livestock raising and the application of chemicals, operation of machinery, application of irrigation

water, and other accepted and customary agricultural activities conducted in accordance with federal and state laws. These activities ordinarily and necessarily produce noise, odors, dust, smoke, and other conditions that may conflict with grant's use of grantor's property for residential purposes. Grantors hereby waive all common law rights to object to EXISTING normal and necessary agricultural management activities legally conducted on adjacent lands which may conflict with grantor's use of grantor's property for residential purposes and grantors hereby grant an easement to adjacent property owners for such EXISTING activities.

2. Nothing in this easement shall grant a right to adjacent property owners for ingress or egress upon or across the above-described property. Nothing in this easement shall prohibit or otherwise restrict the grantors from enforcing or seeking enforcement of statutes or regulations of governmental agencies for activities conducted on adjacent properties.

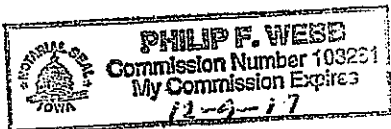
This easement is appurtenant to all property adjacent to the subdivision and reasonably contiguous property and shall bind the heirs, successors, and assigns of grantor and shall endure for the benefit of the adjoining landowners, their heirs, successors, and assigns. The adjacent landowners, their heirs, successors, and assigns are hereby expressly granted the right of third party enforcement of the easement.

In witness whereof, the grantors have executed this easement dated this 14 day of SEPTEMBER, 2015.

Eugene Bogash
Eugene Bogash

STATE OF IOWA)
) ss:
JASPER COUNTY)

On this 14 day of SEPTEMBER, 2015, before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Eugene Bogash.



Philip F. Webe
Notary Public in and for said County and State

Prepared by: Mark A. Otto, Otto Law Office, PO Box 1356, Newton, IA 50208; (641) 792-7000

**VALLEY VIEW ESTATES PLAT 3
EASEMENTS**

This Agreement is made in Jasper County, Iowa on _____, 2015, between Eugene Bogash, a single person, hereinafter, "Eugene", and Eugene Bogash, a single person, hereinafter, "Bogash".

Whereas, Eugene represents and warrants that he owns and has fee simple title to that certain parcel of real estate located in the Jasper County, Iowa legally described as follows:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.

AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.

AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County.

Whereas, Bogash has created the Plat of Valley View Estates Plat 3, as to the above described real property, and desires to reserve and create certain easements therein;

Now therefore, Eugene hereby creates, reserves and grants the following easements in Valley View Estates Plat 3:

1. A perpetual easement is hereby created and reserved over, through and across each lot adjacent to the roadway for the installation and perpetual maintenance of public utilities, water main, and drainage as shown on the Plat and set forth below:

-continued-

A public utility easement:

- The easterly ten feet (10') of Lots 11, 12 and 13
- The North ten feet (10') of the South twenty feet (20') of Lots 6, 7, 8, 9 and 10
- The East ten feet (10') of the West thirty-five feet (35') of Lot 10
- The South ten feet (10') of the North thirty-five feet (35') of Lots 1, 2, 3, 4 and 5

A water main easement:

- The westerly twenty-five feet (25') of Lot 1

A water main and drainage easement:

- The westerly twenty-five feet (25') of Lot 10
- The North twenty-five feet (25') of Lots 1, 2, 3, 4 and 5

2. A perpetual easement is hereby created and granted to Jasper County, Iowa to permit the right to maintain the roads in the subdivision and to bill the members of the association for maintenance, in the event the subdivision roads are not maintained. A turnaround easement of fifty feet (50') by fifty feet (50') is reserved over Lots 5, 6, 10 and 13 as shown on the Plat.

3. A perpetual easement is hereby created and reserved over, through and across the North fifty feet (50') of the East one hundred fifty feet (150') of Lot 13 and the entire roadway in the subdivision for ingress and egress for the benefit of property adjacent to the North of the Subdivision.

4. A perpetual easement is hereby created and reserved over, through and across Lots 1, 7, 8, 11, 12 and 13 for ponding and drainage, as shown on the Plat for the benefit of property adjacent to the North of the Subdivision.

This easements shall be perpetual and shall run with the land for the benefit of the property of the Eugene and Bogash.

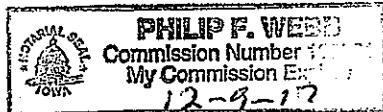
In witness thereof, the parties hereto have duly executed this agreement.

Eugene Bogash
Eugene Bogash

Eugene Bogash

STATE OF IOWA)
) SS:
JASPER COUNTY)

On this 30 day of SEPTEMBER 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene Bogash, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Philip F. Webb

Notary Public in and for said State

Prepared By: Mark A. Otto, Otto Law Office PLLC, 123 W. 2nd St. S., Newton, IA 50208; 641.792.7000

FENCE AGREEMENT

NOW ON this ____ day of _____, 2015, Eugene Bogash, a single person (hereinafter "Eugene", and Eugene Bogash, a single person, (hereinafter "Bogash") enter into the Fence Agreement hereinafter set forth:

1. Eugene is the owner of the following described agricultural property to-wit:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.

AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.

AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County.

2. Bogash is the owner of the following described property to-wit:

The Northeast Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

AND

Lots 1, 2, 3, and 4 of the Northwest Quarter of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

3. The above described properties adjoin each other.

4. The current boundary line is established by surveyor stakes and pins.

5. Eugene agrees to provide any and all agricultural fencing required by law between Eugene's property and the Bogash property.

6. Bogash creates and requires an easement of ten feet (10') along the entire length of the boundary fence of the subdivision, including a perpetual easement for reasonable access thereto.

7. In the process of establishing new fence, Eugene shall be permitted to remove growth and obstructions necessary to install the fence, shall be permitted an easement on such property of the other as is necessary to fulfill this agreement and agree to indemnify and hold the other harmless from any liability associated with same.

8. Any default by either Eugene or Bogash in the terms of this agreement shall be enforced by the provisions of Iowa Code, Chapter 359A. In addition, except as otherwise provided within this Agreement, the provisions of Chapter 359A are incorporated herein and made a part of this Agreement as if fully set forth.

9. This agreement shall run with the title of all of the above-described properties and shall be binding upon the heirs, successors and assigns of all.

Eugene Bogash

Eugene Bogash

STATE OF IOWA)
)ss:
JASPER COUNTY)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eugene Bogash.

Notary Public in and for said State

Prepared By: Mark A. Otto, Otto Law Office PLLC, 123 W. 2nd St. N., Newton, IA 50208; 641.792.7000

FENCE AGREEMENT

NOW ON this _____ day of _____, 2015, Eugene Bogash, a single person (hereinafter "Bogash", and Anita Norian, a single person, (hereinafter "Norian") enter into the Fence Agreement hereinafter set forth:

1. Bogash is the owner of the following described property to-wit:

Lot 16 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcels A, B, C, D, E and F of said Lot 16 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County.
AND

Lot 17 of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County, EXCEPT Parcel A of said Lot 17 as appears in plat recorded in Book 970, Page 111, in the office of the Recorder of said County, AND EXCEPT Parcels B, C, D and E of said Lot 17 as appears in plat recorded in Book 970, Page 228, in the office of the Recorder of said County.
AND

Lots A and B of Valley View Estates of the South Fractional Half of the Southwest Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa, as appears in Plat Book M, Page 200 in the office of the Recorder of said County.

2. Norian is the owner of the following described property to-wit:

Parcel A of the Southwest Quarter of the Southeast Quarter of Section 7, Township 80 North, Range 21 West of the 5th P.M., Jasper County, Iowa.

3. The above described properties adjoin each other.
4. The current boundary line is established by surveyor stakes and pins.

5. Bogash agrees to provide any and all agricultural fencing required by law between Norian's property and the Bogash property.

6. Bogash creates and requires an easement of ten feet (10') along the entire length of the boundary fence of the subdivision, including a perpetual easement for reasonable access thereto.

7. In the process of establishing new fence, Bogash shall be permitted to remove growth and obstructions necessary to install the fence, shall be permitted an easement on such property of the other as is necessary to fulfill this agreement and agree to indemnify and hold the other harmless from any liability associated with same.

8. Any default by either Bogash or Norian in the terms of this agreement shall be enforced by the provisions of Iowa Code, Chapter 359A. In addition, except as otherwise provided within this Agreement, the provisions of Chapter 359A are incorporated herein and made a part of this Agreement as if fully set forth.

9. This agreement shall run with the title of all of the above-described properties and shall be binding upon the heirs, successors and assigns of all.

Eugene Bogash

Anita Norian

STATE OF IOWA)
)ss:
JASPER COUNTY)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eugene Bogash to me known to be the identical person named in and who executed the foregoing instrument.

Notary Public in and for said State

STATE OF IOWA)
)ss:
JASPER COUNTY)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the said State, personally appeared Anita Norian to me known to be the identical person named in and who executed the foregoing instrument.

Notary Public in and for said State

**AMERIGROUP
PROVIDER AGREEMENT**

WITH

JASPER CO ELDERLY

**AMERIGROUP
PROVIDER AGREEMENT**

This Provider Agreement (hereinafter "Agreement") is made and entered into by and between Amerigroup Iowa, Inc. (hereinafter "Amerigroup") and JASPER CO ELDERLY (hereinafter "Provider"), effective as of the date set forth immediately below Amerigroup's signature (the "Effective Date").

**ARTICLE I
DEFINITIONS**

"Affiliate" means any entity that is: (i) owned or controlled, either directly or through a parent or subsidiary entity, by Amerigroup, or any entity which controls or is under common control with Amerigroup, and/or (ii) that is identified as an Affiliate on a designated web site. Unless otherwise set forth in the Participation Attachment(s), Affiliate may access the rates, terms and conditions of this Agreement.

"Agency" means a federal, state or local agency, administration, board or other governing body with jurisdiction over the governance or administration of a Health Benefit Plan.

"Audit" means a review of the Claim(s) and supporting clinical information submitted by Provider to ensure payment accuracy. The review ensures Claim(s) comply with all pertinent aspects of payment including, but not limited to, contractual terms, Regulatory Requirements, Coded Service Identifiers (as defined in the Plan Compensation Schedule ("PCS")) guidelines and instructions, Amerigroup medical policies and clinical utilization management guidelines, reimbursement policies, and generally accepted medical practices. Audit does not include medical record review for quality and risk adjustment initiatives.

"Claim" means either the uniform bill claim form or electronic claim form in the format prescribed by Plan submitted by a provider for payment by a Plan for Health Services rendered to a Member.

"CMS" means the Centers for Medicare & Medicaid Services, an administrative agency within the United States Department of Health & Human Services ("HHS").

"Amerigroup Rate" means the lesser of Provider's Charges for Covered Services, or the total reimbursement amount that Provider and Amerigroup have agreed upon as set forth in the PCS. The Amerigroup Rate includes applicable Cost Shares, and shall represent payment in full to Provider for Covered Services.

"Cost Share" means, with respect to Covered Services, an amount which a Member is required to pay under the terms of the applicable Health Benefit Plan. Such payment may be referred to as a allowance, coinsurance, copayment, deductible, penalty or other Member payment responsibility, and may be a fixed amount or a percentage of applicable payment for Covered Services rendered to the Member.

"Covered Services" means Medically Necessary Health Services, as determined by Plan and described in the applicable Health Benefit Plan, for which a Member is eligible for coverage. Covered Services do not include the preventable adverse events as set forth in the provider manual(s).

"Government Contract" means the contract between Amerigroup and an applicable party, such as an Agency, which governs the delivery of Health Services by Amerigroup to Member(s) pursuant to a Government Program.

"Government Program" means any federal or state funded program under Title XVIII, Title XIX or Title XXI of the Social Security Act, and any other federal or state funded program or product as designated by Amerigroup.

"Health Benefit Plan" means the document(s) that set forth Covered Services, rules, exclusions, terms and conditions of coverage. Such document(s) may include but are not limited to a Member handbook, a health certificate of coverage, or evidence of coverage.

"Health Service" means those services, supplies or items that a health care provider is licensed, equipped and staffed to provide and which it customarily provides to or arranges for individuals.

"Medically Necessary" or "Medical Necessity" means the definition as set forth in the applicable Participation Attachment(s).

"Member" means any individual who is eligible, as determined by Plan, to receive Covered Services under a Health Benefit Plan. For all purposes related to this Agreement, including all schedules, attachments, exhibits, provider manual(s), notices and communications related to this Agreement, the term "Member" may be used interchangeably with the terms Insured, Covered Person, Covered Individual, Enrollee, Subscriber, Dependent Spouse/Domestic Partner, Child, Beneficiary or Contract Holder, and the meaning of each is synonymous with any such other.

"Network" means a group of providers that support, through a direct or indirect contractual relationship, one or more product(s) and/or program(s) in which Members are enrolled.

"Other Payors" means persons or entities, pursuant to an agreement with Amerigroup or an Affiliate, that access the rates, terms or conditions of this Agreement with respect to certain Network(s), excluding Government Programs unless otherwise set forth in any Participation Attachment(s) for Government Programs. Other Payors include, without limitation, other Blue Cross and/or Blue Shield Plans that are not Affiliates, and employers or insurers providing Health Benefit Plans pursuant to partially or wholly insured, self-administered or self-insured programs.

"Participating Provider" means a person or entity, or an employee or subcontractor of such person or entity, that is party to an agreement to provide Covered Services to Members that has met all applicable Plan credentialing requirements or standards of participation for the services the Participating Provider provides, and that is designated by Plan to participate in one or more Network(s).

"Participation Attachment(s)" means the document(s) attached hereto and incorporated herein, and which identifies the additional duties and/or obligations related to Network(s), Government Program(s), Health Benefit Plans, and/or Plan programs such as quality and/or incentive programs.

"Plan" means Amerigroup, an Affiliate, and/or an Other Payor. For purposes of this Agreement, when the term "Plan" applies to an entity other than Amerigroup, "Plan" shall be construed to only mean such entity.

"Plan Compensation Schedule" ("PCS") means the document(s) attached hereto and incorporated herein, and which sets forth the Amerigroup Rate(s) and compensation related terms for the Network(s) in which Provider participates. The PCS may include additional Provider obligations and specific Amerigroup compensation related terms and requirements.

"Regulatory Requirements" means any requirements, as amended from time to time, imposed by applicable federal, state or local laws, rules, regulations, guidelines, instructions, Government Contract, or otherwise imposed by an Agency or government regulator in connection with the procurement, development or operation of a Health Benefit Plan, or the performance required by either party under this Agreement. The omission from this Agreement of an express reference to a Regulatory Requirement applicable to either party in connection with their duties and responsibilities shall in no way limit such party's obligation to comply with such Regulatory Requirement.

ARTICLE II SERVICES/OBLIGATIONS

- 2.1 Member Identification. Amerigroup shall ensure that Plan provides a means of identifying Member either by issuing a paper, plastic, electronic, or other identification document to Member or by a telephonic, paper or electronic communication to Provider. This identification need not include all information necessary to determine Member's eligibility at the time a Health Service is rendered, but shall include information necessary to contact Plan to determine Member's participation in the applicable Health Benefit Plan. Provider acknowledges and agrees that possession of such identification document or ability to access eligibility information telephonically or electronically, in and of itself, does not qualify the holder thereof as a Member, nor does the lack thereof mean that the person is not a Member.
- 2.2 Provider Non-discrimination. Provider shall provide Health Services to Members in a manner similar to and within the same time availability in which Provider provides Health Services to any other individual. Provider will not differentiate, or discriminate against any Member as a result of his/her enrollment in a Health Benefit Plan, or because of race, color, creed, national origin, ancestry, religion, sex, marital status, age, disability, payment source, state of health, need for Health Services, status as a litigant, status as a Medicare or Medicaid beneficiary, sexual orientation, gender identity, or any other basis prohibited by law. Provider shall not be required to provide any type, or kind of Health Service to Members that it does not customarily provide to others. Additional requirements may be set forth in the applicable Participation Attachment(s).

- 2.3 Publication and Use of Provider Information. Provider agrees that Amerigroup, Plans or their designees may use, publish, disclose, and display, for commercially reasonable general business purposes, either directly or through a third party, information related to Provider, including but not limited to demographic information, information regarding credentialing, affiliations, and performance data.
- 2.4 Use of Symbols and Marks. Neither party to this Agreement shall publish, copy, reproduce, or use in any way the other party's symbols, service mark(s) or trademark(s) without the prior written consent of such other party. Notwithstanding the foregoing, the parties agree that they may identify Provider as a participant in the Network(s) in which it participates.
- 2.5 Submission and Adjudication of Claims. Provider shall submit, and Plan shall adjudicate, Claims in accordance with the applicable Participation Attachment(s), the PCS, the provider manual(s) and Regulatory Requirements.
- 2.6 Payment in Full and Hold Harmless.
- 2.6.1 Provider agrees to accept as payment in full, in all circumstances, the applicable Amerigroup Rate whether such payment is in the form of a Cost Share, a payment by Plan, or a payment by another source, such as through coordination of benefits or subrogation. Provider shall bill, collect, and accept compensation for Cost Shares. Provider agrees to make reasonable efforts to verify Cost Shares prior to billing for such Cost Shares. In no event shall Plan be obligated to pay Provider or any person acting on behalf of Provider for services that are not Covered Services, or any amounts in excess of the Amerigroup Rate less Cost Shares or payment by another source, as set forth above. Consistent with the foregoing, Provider agrees to accept the Amerigroup Rate as payment in full if the Member has not yet satisfied his/her deductible.
- 2.6.2 Except as expressly permitted under Regulatory Requirements, Provider agrees that in no event, including but not limited to, nonpayment by applicable Plan, insolvency of applicable Plan, breach of this Agreement, or Claim payment denials or adjustment requests or recoupments based on miscoding or other billing errors of any type, whether or not fraudulent or abusive, shall Provider, or any person acting on behalf of Provider, bill, charge, collect a deposit from, seek compensation from, or have any other recourse against a Member, or a person legally acting on the Member's behalf, for Covered Services provided pursuant to this Agreement. This section does not prohibit Provider from collecting reimbursement for the following from the Member:
- 2.6.2.1 Cost Shares, if applicable;
- 2.6.2.2 Health Services that are not Covered Services. However, Provider may seek payment for a Health Service that is not Medically Necessary or is experimental/investigational only if Provider obtains a written waiver that meets the following criteria:
- a) The waiver notifies the Member that the Health Service is likely to be deemed not Medically Necessary, or experimental/investigational;
 - b) The waiver notifies the Member of the Health Service being provided and the date(s) of service;
 - c) The waiver notifies the Member of the approximate cost of the Health Service;
 - d) The waiver is signed by the Member, or a person legally acting on the Member's behalf, prior to receipt of the Health Service.
- 2.6.2.3 Any reduction in or denial of payment as a result of the Member's failure to comply with his/her utilization management program pursuant to his/her Health Benefit Plan, except when Provider has been designated by Amerigroup to comply with utilization management for the Health Services provided by Provider to the Member.
- 2.7 Recoupment/Offset/Adjustment for Overpayments. Amerigroup shall be entitled to offset and recoup an amount equal to any overpayments or improper payments made by Amerigroup to Provider against any payments due and payable by Amerigroup to Provider under this Agreement. Provider shall voluntarily refund all duplicate or erroneous Claim payments regardless of the cause, including, but not limited to, payments for Claims where the Claim was miscoded, non-compliant with industry standards, or otherwise billed in error, whether or not the billing error was fraudulent, abusive or wasteful. Upon determination by Amerigroup that any recoupment, improper payment, or overpayment is due from Provider, Provider must refund to the Amerigroup within thirty (30) days of when Amerigroup notifies Provider. If such reimbursement is not received by Amerigroup within the

thirty (30) days following the date of such notice, Amerigroup shall be entitled to offset such overpayment against other amounts due and payable by Amerigroup to Provider in accordance with Regulatory Requirements. Amerigroup reserves the right to employ a third party collection agency in the event of non-payment.

- 2.8 Use of Subcontractors. Provider and Plan may fulfill some of their duties under this Agreement through Subcontractors. For purposes of this provision, subcontractors shall include, but are not limited to, vendors and non-Participating Providers that provide supplies, equipment, staffing, and other services to Members at the request of, under the supervision of, and/or at the place of business of Provider. Provider shall provide Amerigroup with thirty (30) days prior notice of any Health Services subcontractors with which Provider may contract to perform Provider's duties and obligations under this Agreement, and Provider shall remain responsible to Plan for the compliance of its subcontractors with the terms and conditions of this Agreement as applicable, including, but not limited to, the Payment in Full and Hold Harmless provisions herein. Amerigroup shall not be liable for any reimbursement in addition to the applicable Amerigroup Rate as a result of Provider's use of a subcontractor. Provider shall be solely responsible to pay subcontractors for any Health Services, and shall via written contract, contractually prohibit such subcontractors from billing, collecting or attempting to collect from Amerigroup, Plan or Members. Notwithstanding the foregoing, if Amerigroup has a direct contract with the subcontractor ("direct contract"), the direct contract shall prevail over this Agreement and the subcontractor shall bill Amerigroup under the direct contract for any subcontracted services, unless otherwise agreed to by the parties.
- 2.9 Compliance with Provider Manual(s) and Policies, Programs and Procedures. Provider agrees to cooperate and comply with, Amerigroup's provider manual(s), and all other policies, programs and procedures (collectively "Policies") established and implemented by Plan, including but not limited to, credentialing, utilization management, quality improvement, grievances, peer review, coordination of benefits, third party liability and care management programs. Amerigroup or its designees may modify the provider manual(s) and Policies by making a good faith effort to provide notice to Provider at least thirty (30) days in advance of the effective date of material modifications thereto.
- 2.10 Referral Incentives/Kickbacks. Provider represents and warrants that Provider does not give, provide, condone or receive any incentives or kickbacks, monetary or otherwise, in exchange for the referral of a Member, and if a Claim for payment is attributable to an instance in which Provider provided or received an incentive or kickback in exchange for the referral, such Claim shall not be payable and, if paid in error, shall be refunded to Amerigroup.
- 2.11 Programs and Provider Panels. Provider acknowledges that as of the Effective Date, it participates only in those Networks designated on the Provider Networks Attachment of this Agreement. Provider acknowledges that Plan may have, develop, or contract to develop, various networks or programs that have a variety of provider panels, program components and other requirements, and that Plan may discontinue, or modify such networks or programs. In addition to and separate from Networks that support some or all of Plan's product(s) and/or program(s) (e.g., HMO, PPO and Indemnity products), Provider further acknowledges that certain Health Services, including by way of example only, laboratory services, may be provided exclusively by designated Participating Providers (a "Health Services Designated Network"), as determined by Plan. Provider agrees to refer Members to Participating Providers in a Health Services Designated Network for the provision of certain Health Services, even if Provider performs such services. Notwithstanding any Out of Network Compensation provision of this Agreement, if Provider provides a Health Service to a Member for which Provider is not a designated Participating Provider in a Health Services Designated Network, then Provider agrees that it shall not be reimbursed for such services by Amerigroup, Plan or the Member, unless Provider was authorized to provide such Health Service by Plan. In addition to those Networks designated on the Provider Networks Attachment, Amerigroup may also identify Provider as a Participating Provider in additional Networks and/or products designated in writing from time to time by Amerigroup. The terms and conditions of Provider's participation as a Participating Provider in such Networks and/or products shall be on the terms and conditions as set forth in this Agreement unless otherwise agreed to in writing by Provider and Amerigroup.
- 2.12 Change in Provider Information. Provider shall immediately send written notice, in accordance with the Notice section of this Agreement, to Amerigroup of:
- 2.12.1 Any legal, governmental, or other action or investigation involving Provider which could affect Provider's credentialing status with Plan, or materially impair the ability to carry out the duties and obligations under this Agreement, except for temporary emergency diversion situations; or:

- 2.12.2 Any change in Provider accreditation, affiliation, hospital privileges (if applicable), insurance, licensure, certification or eligibility status, or other relevant information regarding Provider's practice or status in the medical community.
- 2.13 Credentialing, Standards of Participation and Accreditation. Provider warrants that he/she/it meets all applicable Plan credentialing requirements, standards of participation, and accreditation requirements for the Networks in which Provider participates, as set forth in the provider manual(s). Provider acknowledges that until such time as Provider has been determined to have fully met such applicable credentialing and standards of participation requirements, Provider shall not be entitled to the benefits of participation under this Agreement, including without limitation the Amerigroup Rates set forth in the PCS attached hereto.
- 2.14 Provider Staffing. Provider agrees to maintain professional staffing levels to meet community access standards.
- 2.15 Facility-based providers. Provider agrees to require its contracted facility-based providers or those with privileges to obtain and maintain compliance with Amerigroup's credentialing requirements. In addition, until such time as facility-based providers enter into agreements with Amerigroup, Provider agrees to fully cooperate with Amerigroup to prevent Members from being billed amounts in excess of the applicable Amerigroup non-participating reimbursement for such Covered Services. For purposes of this section "facility-based providers" means provider specialties, which includes but is not limited to, anesthesiologists, radiologists, pathologists, neonatologists, hospitalists and emergency room physicians.
- 2.16 Adjustment Requests. If Provider believes a Claim has been improperly adjudicated for Covered Service for which Provider timely submitted a Claim to Plan, Provider must submit a request for an adjustment to Plan in accordance with the provider manual(s).
- 2.17 Supervision of Services. Provider agrees that all Health Services provided to Members under this Agreement shall be provided by Provider or by a qualified person under Provider's direction. Provider warrants that any nurses or other health professionals employed by or providing services for Provider shall be duly licensed or certified under applicable law.
- 2.18 Coordination of Benefits/Subrogation. Subject to Regulatory Requirements, Provider agrees to cooperate with Plan regarding subrogation and coordination of benefits, as set forth in Policies and the provider manual(s), and to notify Plan promptly after receipt of information regarding any Member who may have a Claim involving subrogation or coordination of benefits.
- 2.19 Cost Effective Care. Provider shall provide Covered Services in the most cost effective, clinically appropriate setting and manner.

ARTICLE III CONFIDENTIALITY/RECORDS

- 3.1 Proprietary Information. Except as otherwise provided herein, all information and material provided by either party in contemplation of or in connection with this Agreement remains proprietary to the disclosing party. This Agreement, including but not limited to the Amerigroup Rates, is Amerigroup's proprietary information. Neither party shall disclose any information proprietary to the other, or use such information or material except: (1) as otherwise set forth in this Agreement; (2) as may be required to perform obligations hereunder; (3) as required to deliver Health Services or administer a Health Benefit Plan; (4) to Plan or its designees; (5) upon the express written consent of the parties; or (6) as required by Regulatory Requirements. Notwithstanding the foregoing, either party may disclose such information to its legal advisors, lenders and business advisors, provided that such legal advisors, lenders and business advisors agree to maintain confidentiality of such information. Provider and Amerigroup shall each have a system in place that meets all applicable Regulatory Requirements to protect all records and all other documents relating to this Agreement which are deemed confidential by law. Any disclosure or transfer of confidential information by Provider or Amerigroup will be in accordance with applicable Regulatory Requirements. Provider shall immediately notify Amerigroup if Provider is required to disclose any proprietary information at the request of an Agency or pursuant to any federal or state freedom of information act request.

- 3.2 Confidentiality of Member Information. Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and as both may be amended, as well as any other applicable Regulatory Requirements regarding confidentiality, use, disclosure, security and access of the Member's personally identifiable information ("PII") and protected health information ("PHI"), (collectively, Member Information"). Provider shall review all Member Information received from Amerigroup to ensure no misrouted Member Information is included. Misrouted Member Information includes but is not limited to, information about a Member that Provider is not currently treating. Provider shall immediately destroy any misrouted Member Information or safeguard the Member Information for as long as it is retained. In no event shall Provider be permitted to misuse or re-disclose misrouted Member Information. If Provider cannot destroy or safeguard misrouted Member Information, Provider must contact Amerigroup to report receipt of misrouted Member Information.
- 3.3 Network Provider/Patient Discussions. Notwithstanding any other provision in this Agreement and regardless of any benefit or coverage exclusions or limitations associated with a Health Benefit Plan, Provider shall not be prohibited from discussing fully with a Member any issues related to the Member's health including recommended treatments, treatment alternatives, treatment risks and the consequences of any benefit coverage or payment decisions made by Plan or any other party. Nothing in this Agreement shall prohibit Provider from disclosing to the Member the general methodology by which Provider is compensated under this Agreement, such as for example, whether Provider is paid on a fee for service, capitation or Percentage Per Diem, Case Rate or DRG basis. Plan shall not refuse to allow or to continue the participation of any otherwise eligible provider, or refuse to compensate Provider in connection with services rendered, solely because Provider has in good faith communicated with one or more of his/her/its current, former or prospective patients regarding the provisions, terms or requirements of a Health Benefit Plan as they relate to the health needs of such patient. Nothing in this section shall be construed to permit Provider to disclose Amerigroup Rates or specific terms of the compensation arrangement under this Agreement.
- 3.4 Plan Access to and Requests for Provider Records. Provider and its designees shall comply with all applicable state and federal record keeping and retention requirements, and, as set forth in the provider manual(s) and/or Participation Attachment(s), shall permit Plan or its designees to have, with appropriate working space and without charge, on-site access to and the right to perform an Audit, examine, copy, excerpt and transcribe any books, documents, papers, and records related to Member's medical and billing information within the possession of Provider and inspect Provider's operations, which involve transactions relating to Members and as may be reasonably required by Plan in carrying out its responsibilities and programs including, but not limited to, assessing quality of care, complying with quality initiatives/measures, Medical Necessity, concurrent review, appropriateness of care, accuracy of payment, compliance with this Agreement, and for research. In lieu of on-site access, at Plan's request, Provider or its designees shall submit records to Plan, or their designees via photocopy or electronic transmittal, within thirty (30) days, at no charge to Plan from either Provider or its designee. Provider shall make such records available to the state and federal authorities involved in assessing quality of care or investigating Member grievances or complaints in compliance with Regulatory Requirements. Any examination or Audit of Provider records shall be performed using generally accepted, statistically valid or industry standard methodology. Provider acknowledges that failure to submit records to Plan in accordance with this provision and/or the provider manual(s), and/or Participation Attachment(s) may result in a denial of a Claim under review, whether on pre-payment or post-payment review, or a payment retraction on a paid Claim, and Provider is prohibited from balance billing the Member in any of the foregoing circumstances.
- 3.5 Transfer of Medical Records. Following a request, Provider shall transfer a Member's medical records in a timely manner, or within such other time period required under applicable Regulatory Requirements, to other health care providers treating a Member at no cost to Amerigroup, Plan, the Member, or other treating health care providers.

ARTICLE IV INSURANCE

- 4.1 Amerigroup Insurance. Amerigroup shall self-insure or maintain insurance as required under applicable Regulatory Requirements to insure Amerigroup and its employees, acting within the scope of their duties.
- 4.2 Provider Insurance. Provider shall self-insure or maintain insurance in types and amounts acceptable to Amerigroup as set forth in the provider manual(s), or as required under applicable Regulatory Requirements.

ARTICLE V RELATIONSHIP OF THE PARTIES

- 5.1 Relationship of the Parties. For purposes of this Agreement, Amerigroup and Provider are and will act at all times as independent contractors. Nothing in this Agreement shall be construed, or be deemed to create, a relationship of employer or employee or principal and agent, partnership, joint venture, or any relationship other than that of independent entities contracting with each other for the purposes of effectuating this Agreement. In no way shall

Amerigroup or Plan be construed to be providers of Health Services or responsible for, exercise control, or have direction over the provision of such Health Services. Provider shall be solely responsible to the Member for treatment, medical care, and advice with respect to the provision of Health Services. Nothing in this Agreement shall, or shall be construed to, create any financial incentive for Provider to withhold Covered Services.

- 5.2 Contracting Party. If Provider is a partnership, corporation, or any other entity other than an individual, all references herein to "Provider" shall also mean and refer to each individual within such entity who Provider certifies is owned or employed by Provider, and who has applied for and been accepted by Plan as a Participating Provider.

ARTICLE VI INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1 Indemnification. Amerigroup and Provider shall each indemnify, defend and hold harmless the other party, and its directors, officers, employees, agents, Affiliates and subsidiaries, from and against any and all losses, claims, damages, liabilities, costs and expenses (including without limitation, reasonable attorney's fees and costs) arising from third party claims resulting from the indemnifying party's or its failure to perform the indemnifying party's obligations under this Agreement, and/or the indemnifying party's or its agent's violation of any law, statute, ordinance, order, standard of care, rule or regulation. The obligation to provide indemnification under this Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with prompt written notice of any claim for which indemnification is sought, allowing the indemnifying party to control the defense and settlement of such claim, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on an indemnified party without that indemnified party's prior written consent which will not be unreasonably withheld, and cooperating fully with the indemnifying party in connection with such defense and settlement. Notwithstanding the foregoing, if a claim is brought by a governmental entity against Plan, and Plan seeks indemnification from Provider pursuant to this section, then Provider shall not engage in any direct communication with such governmental entity regarding such claim without Plan's prior consent.
- 6.2 Limitation of Liability. Regardless of whether there is a total and fundamental breach of this Agreement or whether any remedy provided in this Agreement fails of its essential purpose, in no event shall either of the parties hereto be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement. Further, in no event shall Plan be liable to Provider for any extracontractual damages relating to any claim or cause of action assigned to Provider by any person or entity. Notwithstanding the foregoing, if a claim is brought by an Agency against Plan, the foregoing limitations of liability shall not apply.
- 6.3 Period of Limitations. Unless otherwise provided for in this Agreement, a Health Benefit Plan, the provider manual(s), Policies, Participation Attachment(s), and excluding fraud, waste, or abuse, neither party shall commence any action at law or equity, including but not limited to, an arbitration demand, against the other to recover on any legal or equitable claim arising out of this Agreement more than two (2) years after the events which gave rise to such claim. The deadline for initiating an action shall not be tolled by the appeal process, provider dispute resolution process or any other administrative process. To the extent a dispute is timely commenced, it will be administered in accordance with Article VII of this Agreement.

ARTICLE VII DISPUTE RESOLUTION AND ARBITRATION

- 7.1 Dispute Resolution. All disputes between Amerigroup and Provider arising out of or related in any manner to this Agreement shall be resolved using the dispute resolution and arbitration procedures as set forth below. Provider shall exhaust any other applicable provider appeal/provider dispute resolution procedures under this Agreement and any applicable exhaustion requirements imposed by Regulatory Requirements as a condition precedent to Provider's right to pursue the dispute resolution and arbitration procedures as set forth below.
- 7.1.1 In order to invoke the dispute resolution procedures in this Agreement, a party first shall send to the other party a written demand letter that contains a detailed description of the dispute and all relevant underlying facts, a detailed description of the amount(s) in dispute and how they have been calculated and any other information that the Amerigroup provider manual(s) may require Provider to submit with respect to such dispute. If the total amount in dispute as set forth in the demand letter is less than two hundred thousand dollars (\$200,000), exclusive of interest, costs, and attorney's fees, then within twenty (20) days following the date on which the receiving party receives the demand letter,

representatives of each party's choosing shall meet to discuss the dispute in person or telephonically in an effort to resolve the dispute. If the total amount in dispute as set forth in the demand letter is two hundred thousand dollars (\$200,000) or more, exclusive of interest, costs, and attorney's fees, then within ninety (90) days following the date of the demand letter, the parties shall engage in non-binding mediation in an effort to resolve the dispute unless both parties agree in writing to waive the mediation requirement. The parties shall mutually agree upon a mediator, and failing to do so, Judicial Arbitration and Mediation Services ("JAMS") shall be authorized to appoint a mediator.

- 7.2 Arbitration. Any dispute within the scope of subsection 7.1.1 that remains unresolved at the conclusion of the applicable process outlined in subsection 7.1.1 shall be resolved by binding arbitration in the manner as set forth below. Except to the extent as set forth below, the arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, provided, however, that the parties may agree in writing to further modify the JAMS Comprehensive Arbitration Rules and Procedures. The parties agree to be bound by the findings of the arbitrator(s) with respect to such dispute, subject to the right of the parties to appeal such findings as set forth herein. No arbitration demand shall be filed until after the parties have completed the dispute resolution efforts described in section 7.1 above. If the dispute resolution efforts described in section 7.1 cannot be completed within the deadlines specified for such efforts despite the parties' good faith efforts to meet such deadlines, such deadlines may be extended as necessary upon mutual agreement of the parties. Enforcement of this arbitration clause, including the waiver of class actions, shall be determined under the Federal Arbitration Act ("FAA"), including the FAA's preemptive effect on state law. The parties agree that the arbitration shall be conducted on a confidential basis pursuant to Rule 26 of the JAMS Comprehensive Arbitration Rules and Procedures. Subject to any disclosures that may be required or requested under Regulatory Requirements, the parties further agree that they shall maintain the confidential nature of the arbitration, including without limitation, the existence of the arbitration, information exchanged during the arbitration, and the award of the arbitrator(s). Nothing in this provision, however, shall preclude either party from disclosing any such details regarding the arbitration to its accountants, auditors, brokers, insurers, reinsurers or retrocessionaires.
- 7.2.1 Location of Arbitration. The arbitration hearing shall be held in the city and state in which the Amerigroup office identified in the address block on the signature page of this Agreement is located, except that if there is no address block on the signature page, then the arbitration hearing shall be held in the city and state in which the Anthem entity that is a party to this Agreement has its principal place of business. Notwithstanding the foregoing, both parties can agree in writing to hold the arbitration hearing in some other location.
- 7.2.2 Selection and Replacement of Arbitrator(s). If the total amount in dispute is less than four million dollars (\$4,000,000), exclusive of interest, costs, and attorneys' fees, the dispute shall be decided by a single arbitrator selected, and replaced when required, in the manner described in the JAMS Comprehensive Arbitration Rules and Procedures. If the total amount in dispute is four million dollars (\$4,000,000) or more, exclusive of interest, costs, and attorney's fees, the dispute shall be decided by an arbitration panel consisting of three (3) arbitrators, unless the parties agree in writing that the dispute shall be decided by a single arbitrator.
- 7.2.3 Appeal. If the total amount of the arbitration award is five million dollars (\$5,000,000) or more, inclusive of interest, costs, and attorney's fees, or if the arbitrator(s) issues an injunction against a party, the parties shall have the right to appeal the decision of the arbitrator(s) pursuant to the JAMS Optional Arbitration Appeal Procedure. A decision that has been appealed shall not be enforceable while the appeal is pending. In reviewing a decision of the arbitrator(s), the appeal panel shall apply the same standard of review that a United States Court of Appeals would apply in reviewing a similar decision issued by a United States District Court in the jurisdiction in which the arbitration hearing was held.
- 7.2.4 Waiver of Certain Claims. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree to and do hereby waive any right to join or consolidate claims in arbitration by or against other individuals or entities or to pursue, on a class basis, any dispute; provided however, if there is a dispute regarding the applicability or enforcement of the waiver provision in this subsection 7.2.4, that dispute shall be decided by a court of competent jurisdiction. If a court of competent jurisdiction determines that such waiver is unenforceable for any reason with respect to a particular dispute, then the parties agree that section 7.2 shall not apply to such dispute and that such dispute shall be decided instead in a court of competent jurisdiction.
- 7.2.5 Limitations on Injunctive Relief. The parties, on behalf of themselves and those that they may now or hereafter represent, each agree that any injunctive relief sought against the other party shall be limited to the conduct relevant to the parties to the arbitration and shall not be sought for the benefit of individuals or entities who are not parties to the arbitration. The arbitrator(s) are not authorized to issue

injunctive relief for the benefit of an individual or entity who is not a party to the arbitration. The arbitrator shall be limited to issuing injunctive relief related to the specific issues in the arbitration.

- 7.3 Attorney's Fees and Costs. The shared fees and costs of the non-binding mediation and arbitration (e.g. fee of the mediator, fee of the independent arbitrator) will be shared equally between the parties. Each party shall be responsible for the payment of its own specific fees and costs (e.g. the party's own attorney's fees, the fees of the party selected arbitrator, etc.) and any costs associated with conducting the non-binding mediation or arbitration that the party chooses to incur (e.g. expert witness fees, depositions, etc.). Notwithstanding this provision, the arbitrator may issue an order in accordance with Federal Rule of Civil Procedure Rule 11.

ARTICLE VIII TERM AND TERMINATION

- 8.1 Initial Term of Agreement. The initial term of this Agreement shall commence at 12:01 AM on the Effective Date for a term of one (1) year, and shall continue in effect thereafter for a term of three (3) years ("Initial Term"), automatically renewing for consecutive one (1) year terms unless otherwise terminated as provided herein.
- 8.2 Termination Without Cause. Either party may terminate this Agreement without cause at any time by giving at least one hundred eighty (180) days prior written notice of termination to the other party.
- 8.3 Breach of Agreement. Except for circumstances giving rise to the Immediate Termination section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have thirty (30) days to cure the breach. If the breach is not cured to the reasonable satisfaction of the non-breaching party within said thirty (30) day period, the non-breaching party may terminate this Agreement by providing written notice of such termination to the other party. The effective date of such termination shall be no sooner than sixty (60) days after such notice of termination.
- 8.4 Immediate Termination.
- 8.4.1 This Agreement or any Participation Attachment(s) may be terminated immediately by Amerigroup if:
- 8.4.1.1 Provider commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations or to provide Health Services are lost or voluntarily surrendered in whole or in part; or
 - 8.4.1.2 Provider commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which Provider submits to Amerigroup or to a third party; or
 - 8.4.1.3 Provider files a petition in bankruptcy for liquidation or reorganization by or against Provider, if Provider becomes insolvent, or makes an assignment for the benefit of its creditors without Amerigroup's written consent, or if a receiver is appointed for Provider or its property; or
 - 8.4.1.4 Provider's insurance coverage as required by this Agreement lapses for any reason; or
 - 8.4.1.5 Provider fails to maintain compliance with Plan's credentialing standards, or applicable accreditation requirements; or
 - 8.4.1.6 Amerigroup reasonably believes based on Provider's conduct or inaction, or allegations of such conduct or inaction, that the well-being of patients may be jeopardized; or
 - 8.4.1.7 Provider has been abusive to a Member, a Amerigroup employee or representative; or
 - 8.4.1.8 Provider and/or its employees, contractors, subcontractors, or agents are identified as ineligible persons who are terminated, barred, suspended, ineligible, or otherwise excluded from participation on the General Services Administration list of Parties Excluded from Federal Programs and/or HHS/OIG List of Excluded Individuals/Entities, and/or on an applicable state list of excluded providers, and in the case of an employee, contractor, subcontractor or agent, Provider fails to remove such individual from responsibility for, or involvement with, the Provider's business operations related to this Agreement, or if Provider has voluntarily withdrawn its participation in any program under Titles VXIII, XIX or XX of the Social Security Act as the result of a settlement agreement; or

- 8.4.1.9 Provider is convicted or has been finally adjudicated to have committed a felony or misdemeanor, other than a non-DUI related traffic violation.
- 8.4.2 This Agreement may be terminated immediately by Provider if:
 - 8.4.2.1 Amerigroup commits any act or conduct for which its license(s), permit(s), or any governmental or board authorization(s) or approval(s) necessary for business operations are lost or voluntarily surrendered in whole or in part; or
 - 8.4.2.2 Amerigroup commits fraud or makes any material misstatements or omissions on any documents related to this Agreement which it submits to Provider or to a third party; or
 - 8.4.2.3 Amerigroup files for bankruptcy, or if a receiver is appointed.
- 8.5 Termination of Individual Providers. If applicable, Amerigroup reserves the right to terminate individual providers under the terms of this Article VIII while continuing the Agreement for one or more providers in a group.
- 8.6 Transactions Prior to Termination. Except as otherwise set forth in this Agreement, termination shall have no effect on the rights and obligations of the parties arising out of any transaction under this Agreement occurring prior to the date of such termination.
- 8.7 Continuation of Care Upon Termination.
 - 8.7.1 Unless otherwise set forth in the Health Benefit Plan or required by Regulatory Requirements, Provider shall, upon termination of this Agreement for reasons other than the grounds set forth in the "Immediate Termination" section of this Agreement, continue to provide Covered Services rendered to Members receiving treatment at the time of termination, under the terms and conditions of this Agreement until the earlier of ninety (90) days or such time that: (1) the Member has completed the course of treatment and if applicable, was discharged; or (2) reasonable and medically appropriate arrangements have been made for a Participating Provider to render Covered Services to the Member. During such continuation period, Provider agrees to: (i) accept reimbursement from Amerigroup for all Covered Services furnished hereunder in accordance with this Agreement and at the rates set forth in the PCS attached hereto; and (ii) Provider shall adhere to Amerigroup's Policies, including but not limited to, Policies regarding quality assurance requirements, referrals, pre-authorization and treatment planning.
 - 8.7.2 Notwithstanding the foregoing, for Members who: (i) have entered the second or third trimester of pregnancy at the time of such termination, or (ii) are defined as terminally ill under § 1861 (dd) (3) (A) of the Social Security Act at the time of such termination, this continuance of care section and all other provisions of this Agreement shall remain in effect for such pregnant Members through the provision of postpartum care directly related to their delivery, and for such terminally ill Members for the remainder of their life for care directly related to the treatment of the terminal illness.
- 8.8 Survival. The provisions of this Agreement set forth below shall survive termination or expiration of this Agreement:
 - 8.8.1 Publication and Use of Provider Information;
 - 8.8.2 Payment in Full and Hold Harmless;
 - 8.8.3 Recoupment/Offset/Adjustment for Overpayments;
 - 8.8.4 Confidentiality/Records;
 - 8.8.5 Indemnification and Limitation of Liability;
 - 8.8.6 Dispute Resolution and Arbitration;
 - 8.8.7 Continuation of Care Upon Termination; and
 - 8.8.8 Any other provisions required in order to comply with Regulatory Requirements.
- 8.9 Effect of Termination of this Agreement. Notwithstanding any provisions in this Agreement or Participation Attachment(s), in no event shall Participation Attachment(s) continue in effect if this Agreement expires or is terminated for any reason.

HOME AND COMMUNITY BASED SERVICES
PROVIDER AGREEMENT

THIS HOME AND COMMUNITY BASED SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UHC of the Midlands, Inc. and its Affiliates (collectively referred to as "United") and JASPER CO ELDERLY NUTRITION ("Provider"), effective on _____ (the "Effective Date") for the purpose of setting forth the terms and conditions under which Provider shall provide certain home & community based services. For services provided on or after the Effective Date, this Agreement supersedes and replaces any and all other agreements, whether written or oral, between the parties, regarding the subject matters contained herein.

United wishes to arrange to make Provider's services available to Customers and Provider wishes to provide such services, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Provider and United hereby agree as follows:

Article I.
Definitions

The following terms when used in this Agreement have the meanings set forth below:

- 1.1 **Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.
- 1.2 **Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.
- 1.3 **Customary Charge** is the fee for health care services charged by Provider that does not exceed the fee Provider would ordinarily charge another person regardless of whether the person is a Customer.
- 1.4 **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.
- 1.5 **Payment Policies** are the guidelines adopted by United, outside of this Agreement, for calculating payment of claims. The Payment Policies may change from time to time as discussed in section 5.4 of this Agreement.
- 1.6 **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Provider's services under this Agreement.
- 1.7 **Protocols** are the programs, protocols and administrative procedures adopted by United to be followed by Provider in providing services and doing business with United under this Agreement. These Protocols may include, but are not limited to, credentialing and

recrediting processes, quality improvement, Customer grievance, or other similar United programs.

- 1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.
Representations and Warranties

- 2.1 **Representations and Warranties of Provider.** Provider, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) Provider is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) Provider has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Provider have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Provider and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Provider, enforceable against Provider in accordance with its terms, except as such enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by Provider do not and will not violate or conflict with (a) any material agreement or instrument to which Provider is a party or by which Provider or any material part of its property is bound, or; (b) applicable law.

iv) Provider has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

v) Provider has been given an opportunity to review the Protocols and Payment Policies and acknowledges that it is bound by the Protocols and that claims under this Agreement will be paid in accordance with the Payment Policies.

vi) Each submission of a claim by Provider pursuant to this Agreement shall be deemed to constitute the representation and warranty by it to United that (a) the representations and warranties of it set forth in this section 2.1 and elsewhere in this Agreement are true and correct as of the date the claim is submitted, (b) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of such claim, (c) the charge amount set forth on the claim is the Customary Charge and (d) the claim is a valid claim.

Article III.
Applicability of this Agreement

- 3.1 **Provider Services.** This paragraph applies to Covered Services provided at Provider's service locations set forth in Appendix 1. In the event Provider begins providing services at other locations, or under other tax identification number(s), (either by operating such locations itself, or by acquiring, merging or affiliating with an existing Provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care Providers), such additional tax identification numbers, or locations, will become subject to this Agreement only upon the written agreement of the parties.

In the event Provider acquires or is acquired by, merges with, or otherwise becomes affiliated with another Provider of care services that is already under contract with United or one of United's Affiliates to participate in a network of Providers, the payment rates set forth in the applicable Payment Appendix to this Agreement shall remain in effect for each of Providers locations specified in this Agreement and the payment rates for the acquired Provider shall be the lesser of (1) the rates set forth in the other agreement, or (2) the rates set forth in the applicable Payment Appendix to this Agreement.

Provider will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Provider, without the express written agreement of United.

- 3.2 **Payers and Benefit Plan types.** United may allow Payers to access Provider's services under this Agreement for the Benefit Plan types described in Appendix 2. Appendix 2 may be modified by United upon thirty (30) days written or electronic notice.
- 3.3 **Services not covered under a Benefit Plan.** This Agreement does not apply to services not covered under the applicable Benefit Plan. Provider may seek and collect payment from a Customer for such services, provided that the Provider first obtain the Customer's written consent.

Article IV.
Duties of Provider

- 4.1 **Provide Covered Services.** Provider will provide Covered Services to Customers. Provider must be in compliance with section 2.1(iv) of this Agreement and credentialed by United, or its delegate, prior to furnishing any Covered Services to Customers under this Agreement.
- 4.2 **Nondiscrimination.** Provider will not discriminate against any Customer, with regard to quality of service or accessibility of services, on the basis that the person is a Customer.
- 4.3 **Accessibility.** Provider will be available during normal business hours, based on industry standard.
- 4.4 **Cooperation with Protocols.** Protocols will be made available to Provider online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide, or in other communications. See Appendix 3 for

additional information regarding the Protocols applicable to Customers enrolled in certain Benefit Plans.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Provider at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Provider's consent if such change is applicable to all or substantially all of the facilities in United's network located in the same state as Provider. Otherwise, changes to the Protocols proposed by United to be applicable to Provider are subject to the terms of this Agreement applicable to amendments.

- 4.5 Employees and subcontractors.** Provider will assure that its employees, volunteers, affiliates and any individuals or entities subcontracted by Provider to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, volunteers, affiliates or subcontractors to render services in connection with this Agreement will not limit Provider's obligations and accountability under this Agreement with regard to such services. Provider affiliates are those entities that control, are controlled by or are under common control with Provider. Provider is solely responsible for any payment of compensation and provision of benefits to its subcontractors; and other personnel assigned to perform services and shall indemnify and hold harmless United from any claim for compensation or benefits from its subcontractors and other personnel.
- 4.6 Licensure.** Provider will maintain, without restriction, such licensure, registration and permits necessary to enable Provider to lawfully perform under this Agreement.
- 4.7 Liability Insurance.** To the extent applicable, during the term of this Agreement, Provider shall maintain and shall require any subcontractors to maintain, at Provider's (or subcontractor's) sole cost and expense, commercial general liability insurance and/or umbrella liability insurance, in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate; auto liability for \$1,000,000 combined single limit, workers compensation and employer's liability with limits of \$500,000; and coverage for medical malpractice and/or professional liability insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Further, approval or acceptance of such by United, will not in any way represent that such insurance is sufficient or adequate to protect Contractor's interests or liabilities and such insurance coverage shall be considered the minimum acceptable coverage.

Prior to the Effective Date of this Agreement and upon written request, Provider shall submit to United, in writing, evidence of insurance coverage. Provider shall give ten (10) days written notice to United in the event of any termination, cancellation or material change in such insurance.

- 4.8 Notice.** Provider will give notice to United within ten (10) days after any event that causes Provider to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Provider name, ownership, control, or Taxpayer Identification Number. In addition, Provider will give written notice to United forty-five (45) days prior to the effective date of changes in existing remit address(es) and other demographic information. This section does not apply to changes of ownership or control that result in Provider being owned or controlled by an entity with which it was already affiliated prior to the change.

- 4.9 **Customer consent to release of medical/other record information.** Provider will obtain any Customer consent required in order to authorize Provider to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Provider's records relating to the services provided to Customer.
- 4.10 **Maintenance of and Access to Records.** Provider will maintain adequate medical (as applicable), financial and administrative records related to Covered Services rendered by Provider under this Agreement, including claims records, for at least six (6) years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Provider will provide access to these records as follows:

- i) to United or its designees, in connection with United's utilization management/ Care CoordinationSM, quality assurance and improvement and for claims payment and other administrative obligations, including reviewing Provider's compliance with the terms and provisions of this Agreement and appropriate billing practice. Provider will provide access during ordinary business hours within fourteen (14) days after a request is made, except in cases of a United audit involving a fraud investigation or the health and safety of a Customer (in which case, access shall be given within forty-eight (48) hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance); and
- ii) to agencies of the government, in accordance with applicable law, to the extent such access is necessary to comply with regulatory requirements applicable to Provider, United, or Payers.

Provider will cooperate with United on a timely basis in connection with any such audit including, among other things, in the scheduling of and participation in an audit exit interview within thirty (30) days of United's request.

If such information and records are requested by United, Provider shall provide copies of such records free of charge.

- 4.11 **Compliance with law.** Provider will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.
- 4.12 **Electronic connectivity.** When made available by United, Provider will make reasonable commercial efforts to do business with United electronically. Provider will use www.unitedhealthcareonline.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Provider agrees to use reasonable commercial efforts to use www.unitedhealthcareonline.com for additional functionalities after United informs Provider that such functionalities have become available for the applicable Customer.
- 4.13 **Implementation of Quality Improvement and Patient Safety Programs:** As applicable, Provider will implement quality programs recommended by nationally

recognized third parties (such as CMS) related to patient safety practices arrived at by national consensus (National Quality Forum Safe Practices), as may be updated from time to time in the Protocols.

Article V.

Submission, Processing, and Payment of Claims

- 5.1 Form and content of claims.** Provider must submit claims for Covered Services in a manner and format prescribed by United, as further described in the Protocols. Unless otherwise directed by United, Provider shall submit claims using current CMS 1500 or successor forms for paper claims and HIPAA standard professional or institutional claim formats for electronic claims, as applicable, with applicable coding including, but not limited to, ICD-9-CM, CPT, Revenue and HCPCS coding.
- 5.2 Electronic filing of claims.** Within six (6) months after the Effective Date of this Agreement, Provider will use reasonable commercial efforts to submit all of its claims electronically and that United is able to accept electronically.
- 5.3 Time to file claims.** All information necessary to process a claim must be received by United no more than ninety (90) days from the date Covered Services are rendered. In the event United requests additional information in order to process the claim, Provider will provide such additional information within ninety (90) days of United's request. If Payer is not the primary payer, and Provider is pursuing payment from the primary payer, the ninety (90) day filing limit will begin on the date Provider receives the claim response from the primary payer.
- 5.4 Payment of claims.** Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies. United will make its Payment Policies available to Provider online or upon request. United may change its Payment Policies from time to time.

Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

- 5.5 Denial of Claims for Not Following Protocols, Not Filing Timely, or Lack of Medical Necessity.** Payment may be denied in whole or in part if Provider does not comply with a Protocol or does not file a timely claim under section 5.3 of this Agreement. Payment may also be denied for services provided that are determined by United to be medically unnecessary, and Provider may not bill the Customer for such services unless the Customer has, with knowledge of United's determination of a lack of medical necessity, agreed in writing to be responsible for payment of those charges.

In the event that payment of a claim is denied for lack of notification or for untimely filing, the denial will be reversed if Provider appeals within twelve (12) months after the date of denial and can show all of the following:

- i) that, at the time the Protocols required notification or at the time the claim was due, Provider did not know and was unable to reasonably determine that the client was a Customer;
- ii) that Provider took reasonable steps to learn that the client was a Customer, and;
- iii) that Provider promptly provided notification, or filed the claim, after learning that the client was a Customer.

5.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Provider shall use best efforts to secure a copy of the Customer's identification card. In addition, Provider may contact United to obtain the most current information on the client as a Customer.

However, Provider acknowledges that such information provided by United is subject to change retroactively, under the following circumstances, (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Provider provides services to an individual, and it is determined that the individual was not a Customer at the time the services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 5.10 of this Agreement. Provider may then directly bill the individual, or other responsible party, for such services.

5.7 Payment under this Agreement is payment in full. Payment as provided under section 5.4, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Provider will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting in their behalf, in excess of payment in full as provided in this section 5.7, regardless of whether such amount is less than Provider's billed charge or Customary Charge.

5.8 Customer "Hold Harmless." Provider will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Provider's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

- i) Provider's failure to comply with the Protocols;
- ii) Provider's failure to file a timely claim;
- iii) Payer's Payment Policies;
- iv) inaccurate or incorrect claim processing;
- v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in such circumstances, or;
- vi) a denial based on medical necessity or prior authorization, except as provided in section 5.5.

This obligation to refrain from billing Customers applies even in those cases in which Provider believes that United or Payer has made an incorrect determination. In such cases, Provider may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause v) of this Section 5.8, Provider may seek payment directly from the Payer or from Customers covered by that Payer. However, Provider may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Provider then gives United fifteen (15) days prior written notice of Provider's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 5.8 and section 5.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

- 5.9 Consequences for failure to adhere to Customer protection requirements.** If Provider collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 5.7 or 5.8 of this Agreement, Provider shall be in breach of this Agreement. This section 5.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Provider to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Provider, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer from such action and otherwise enforcing sections 5.7 through 5.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision shall be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

- 5.10 Correction of overpayments or underpayments of claims.** In the event that either Party believes that a claim has not been paid correctly, or that funds were paid beyond or outside of what is provided for under this Agreement, either party may seek correction of the payment, except that Provider may not seek correction of a payment more than twelve (12) months after it was made.

Provider will repay overpayments within thirty (30) days of notice of the overpayment. Provider will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return such overpayment to United within thirty (30) days after posting it as a credit balance.

Provider agrees that recovery of overpayments may be accomplished by offsets against future payments.

Article VI.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them (hereinafter referred to as "Disputes") including but not limited to all questions of arbitrability, the existence, validity, scope or termination of the Agreement or any term thereof.

If the parties are unable to resolve any such Dispute within sixty (60) days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it shall thereafter be submitted to binding arbitration before a panel of three arbitrators in accordance with the Commercial Dispute Procedures of the American Arbitration Association, as they may be amended from time to time (see <http://www.adr.org>). Unless otherwise agreed to in writing by the parties, the party wishing to pursue the Dispute must initiate the arbitration within one year after the date on which notice of the Dispute was given or shall be deemed to have waived its right to pursue the dispute in any forum.

Any arbitration proceeding under this Agreement shall be conducted in Jasper County, Iowa. The arbitrator(s) may construe or interpret but shall not vary or ignore the terms of this Agreement and shall be bound by controlling law. The arbitrator(s) shall have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for such relief.

The parties expressly intend that any dispute relating to the business relationship between them be resolved on an individual basis so that no other dispute with any third party(ies) may be consolidated or joined with the dispute. The parties agree that any arbitration ruling by an arbitrator allowing class action arbitration or requiring consolidated arbitration involving any third party(ies) would be contrary to their intent and would require immediate judicial review of such ruling.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Provider before Provider may invoke any right to arbitration under this Article VI.

The decision of the arbitrator(s) on the points in dispute will be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event that any portion of this Article or any part of this Agreement is deemed to be unlawful, invalid or unenforceable, such unlawfulness, invalidity or unenforceability shall not serve to invalidate any other part of this Article or Agreement. In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, such litigation. Such litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for such a termination exist, the matter will be resolved through arbitration under this Article VII. While such arbitration remains pending, the termination for breach will not take effect.

This Article VI governs any dispute between the parties arising before or after execution of this Agreement, and shall survive any termination of this Agreement.

Article VII.
Term and Termination

- 7.1 **Term.** This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of two years and renew automatically for renewal terms of one year, until terminated pursuant to section 7.2.
- 7.2 **Termination.** This Agreement may be terminated under any of the following circumstances:
- i) by mutual written agreement of the parties;
 - ii) by either party, upon at least one hundred eighty (180) days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;
 - iii) by either party upon sixty (60) days written notice in the event of a material breach of this Agreement by the other party, except that such a termination will not take effect if the breach is cured within sixty (60) days after notice of the termination;
 - iv) by either party upon ten (10) days written notice in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 of this Agreement; or
 - v) by United upon ten (10) days written notice in the event Provider loses applicable accreditation, licensure, permits or other approvals required to provide services.
 - vi) by United, upon ninety (90) days notice, in the event:
 - a) Provider loses approval for participation under United's credentialing plan, or;
 - b) Provider does not successfully complete the United's re-credentialing process as required by the credentialing plan.

Article VIII.
Miscellaneous Provisions

- 8.1 **Entire Agreement.** This Agreement is the entire agreement between the parties with regard to the subject matter herein, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter.
- 8.2 **Amendment.** This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Provider in order to comply with applicable regulatory requirements. United will provide at least thirty (30) days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.
- 8.3 **Nonwaiver.** The waiver by either party of any breach of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision.

8.4 **Assignment.** This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

8.5 **Relationship of the Parties.** The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

8.6 **No Third-Party Beneficiaries.** United and Provider are the only entities with rights and remedies under the Agreement.

8.7 **Delegation.** United may delegate (but not assign) certain of its administrative duties under this Agreement to one or more other entities. No such delegation will relieve United of its obligations under this Agreement.

8.8 **Notice.** Any notice required to be given under this Agreement shall be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. All written or electronic notices shall be deemed to have been given when delivered in person, by electronic communication, by facsimile or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid and properly addressed to the appropriate party at the address set forth on the signature portion of this Agreement or to another more recent address of which the sending party has received written notice. Notwithstanding the previous sentence, all notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested. Each party shall provide the other with proper addresses, facsimile numbers and electronic mail addresses of all designees that should receive certain notices or communication instead of that party.

8.9 **Confidentiality.** Neither party will disclose to a Customer, other Providers, or other third parties any of the following information (except as required by an agency of the government):

- i) any proprietary business information, not available to the general public, obtained by the party from the other party, or;
- ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits.

At least forty-eight (48) hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

8.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state in which Provider renders Covered Services, and any other applicable law.

8.11 **Regulatory Appendices.** One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not

limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

8.12 Severability. Any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

8.13 Survival. Sections 4.10, 5.7, 5.8, Article VII and sections 8.3 and 8.9 (except for the last paragraph) of this Agreement will survive the termination of this Agreement.

[The remainder of this page has been intentionally left blank]

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

JASPER CO ELDERLY NUTRITION

Address to be used for giving notice to Provider under the Agreement:

Signature _____

Street 2401 1ST AVE E

Print Name _____

City NEWTON

Title _____

State IA Zip Code 50208

Attest: _____

Date: _____

Dennis Parrott, Auditor

UnitedHealthcare Insurance Company, on behalf of itself, UHC of the Midlands, Inc. and its other affiliates, as signed by its authorized representative:

Signature _____

Print Name _____

Title _____

Date _____

*[Address to be used for giving notice to United under the Agreement]
Street 9800 Health Care Lane
City Minnetonka
State MN Zip Code 55343*

Attachments in effect as of the Effective Date:

- Appendix 1: Provider Location and Service Listings
- Appendix 2: Benefit Plan Descriptions
- Additional Manuals Appendix
- Payment Appendix

Regulatory Appendices:

- State Medicaid Regulatory Requirements Appendix
 - Additional State Medicaid Regulatory Requirements Appendix
-

IMPORTANT NOTE: Provider acknowledges its obligation under Section 4.8 to promptly report any change in Provider's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

**Appendix 1
Provider Location and Service Listings**

JASPER CO ELDERLY NUTRITION

BILLING ADDRESS

Provider: JASPER CO ELDERLY NUTRITION
Street Address: 2401 1ST AVE E
City, State Zip: NEWTON, IA 50208
Tax ID Number [TIN]:
NPI:

PROVIDER LOCATIONS

Location #1		Location #2
Name	JASPER CO ELDERLY	Name
NUTRITION		Address
Address	2401 1ST AVE E	City, State Zip
City, State Zip	NEWTON, IA 50208	Phone #
Phone #	(515) 792-7102	TIN
TIN		NPI
NPI		
Location #3		Location #4
Name		Name
Address		Address
City, State Zip		City, State Zip
Phone #		Phone #
TIN		TIN
NPI		NPI

OTHER SERVICE LOCATIONS

Name	Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
TIN	TIN
NPI	NPI

Appendix 2 Benefit Plan Descriptions

Section 1. United may allow Payers to access Provider's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Iowa Medicaid Benefit Plans and Iowa M-CHIP Benefit Plans.
- Iowa CHIP Benefit Plans.

Section 2. Notwithstanding the above section 1 of this Appendix, this Agreement will not apply to the Benefit Plan types described in the following line items:

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.
- Deere Premier Benefit Plans sponsored by Deere & Company on behalf of its United Auto Workers Customers and other collectively bargained benefit plans as indicated by a reference to "Deere Premier" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- Heritage Premier Benefit Plans sponsored, issued or administered by UnitedHealthcare Services Company of the River Valley, Inc., UnitedHealthcare Plan of the River Valley, Inc., and/or UnitedHealthcare Insurance Company of the River Valley and as indicated by a reference to "Heritage Premier" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- Benefit Plans sponsored, issued or administered by UnitedHealthcare Services Company of the River Valley, Inc., UnitedHealthcare Plan of the River Valley, Inc., and/or UnitedHealthcare Insurance Company of the River Valley, other than Medicare, Medicaid, CHIP, or Other Governmental Benefit Plans.
- All Benefit Plans sponsored, issued or administered by UnitedHealthcare Services Company of the River Valley, Inc., UnitedHealthcare Plan of the River Valley, Inc., and/or UnitedHealthcare Insurance Company of the River Valley.
- Medicare Advantage Benefit Plans.
- Medicare Advantage Benefit Plans other than Group PPO Medicare Advantage Benefit Plans.
- Iowa Department of Public Health Substance Abuse Program Other Governmental Benefit Plans.
- Benefit Plans accessing a network administered by OneNet PPO, LLC, other than workers' compensation Benefit Plans.
- Benefit Plans for workers' compensation programs accessing a network administered by OneNet PPO, LLC.

- Benefit Plans for workers' compensation benefit programs other than those accessing a network administered by OneNet PPO, LLC.
- UnitedHealthcare Compass Benefit Plans. As used here, UnitedHealthcare Compass Benefit Plans means Individual Exchange Benefit Plans and certain narrow network Benefit Plans marketed to individuals that are not Individual Exchange Benefit Plans, but that use the Individual Exchange network ("Individual Narrow Network Benefit Plans"), unless the Individual Exchange Benefit Plans and Individual Narrow Network Benefit Plans are marketed as another Benefit Plan type. UnitedHealthcare Compass Benefit Plans are commercial narrow network Benefit Plans that require the Customer to select or be assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and are marketed under a name that includes the word "Compass." References to "UnitedHealthcare Compass" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Compass."
- UnitedHealthcare Navigate Benefit Plans. As used here, UnitedHealthcare Navigate Benefit Plans means commercial narrow network Benefit Plans for which the Customer selects or is assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and that are marketed under a name that includes the word "Navigate." References to "UnitedHealthcare Navigate" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Navigate."
- UnitedHealthcare Core Benefit Plans. As used here, UnitedHealthcare Core Benefit Plans means commercial narrow network Benefit Plans marketed under a name that includes the word "Core." References to "UnitedHealthcare Core" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Core."
- UnitedHealthcare Charter Benefit Plans. As used here, UnitedHealthcare Charter Benefit Plans means commercial narrow network Benefit Plans for which the Customer selects or is assigned a primary care physician to manage the Customer's health care needs and referrals to network specialists, and that are marketed under a name that includes the word "Charter." References to "UnitedHealthcare Charter" also apply to any brand name adopted by United in the future to supplement and/or replace "UnitedHealthcare Charter."
- Medicaid or CHIP Benefit Plans other than those separately addressed in this Appendix 2.
- Medicare and Medicaid Enrollees (MME) Benefit Plans.
- Benefit Plans for Medicare Select.
- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.
- Other Governmental Benefit Plans other than those separately addressed in this Appendix 2.

- TRICARE Benefit Plans.

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Provider's participation in a network for such Benefit Plans or Programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions below regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix will continue to apply to those Benefit Plans as it did previously, and United will provide Provider with the updated information. Additionally, United may revise the definitions in this section 3 to reflect changes in the names or roles of United's business units, provided that doing so does not change Provider's participation status in Benefit Plans impacted by that change, and further provided that United provides Provider with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
 - i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
 - ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act, as those program names may change from time to time.
- **PPO Medicare Advantage Benefit Plans** means Medicare Advantage Benefit Plans that (A) have a network of providers that have agreed to a contractually specified reimbursement for covered benefits with the organization offering the plan; (B) provide for reimbursement for all covered benefits regardless of whether the benefits are provided within the network of providers; and (C) are offered by an organization that is not licensed or organized under state law as an HMO.
- **Group PPO Medicare Advantage Benefit Plans** means PPO Medicare Advantage Benefit Plans that are employer/union-only group waiver Medicare Advantage Benefit Plans that offer customized benefits offered exclusively to eligible members of an employer/union group. These Benefit Plans will include a reference to "UnitedHealthcare Group Medicare Advantage (PPO)" on the face of the valid identification card of any Customer eligible for and enrolled in those Benefit Plans. Group PPO Medicare Advantage Benefit Plans does not mean the subset of "UnitedHealthcare Group Medicare Advantage (PPO)" Benefit Plans identified by one of the following combinations of H contract and PBP numbers on the face of the valid identification card of any Customer eligible for and enrolled in the following Benefit Plans: "H1509 PBP# 809", "H1509 PBP# 810", "H1509 PBP# 811", "H1537 PBP# 807", "H1537 PBP# 808", or "H1537 PBP# 809".
- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project

and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.
- **Iowa Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Iowa under the Iowa High Quality Healthcare Initiative that include a reference to “UnitedHealthcare Community Plan,” and “Medicaid,” or “Health and Wellness Plan,” or “Family Planning” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- **Children’s Health Insurance Program (“CHIP”) Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.
- **Iowa CHIP Benefit Plans** means CHIP Benefit Plans issued in Iowa, currently known as *hawk-i*, that include a reference to “UnitedHealthcare Community Plan” and “*hawk-i*” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- **Iowa M-CHIP Benefit Plans** means CHIP Benefit Plans issued in Iowa, currently known as M-CHIP, that include a reference to “UnitedHealthcare Community Plan” and “Medicaid” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.
- **Other Governmental Benefit Plans** means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
 - i) employees of a state government or a subdivision of a state and their dependents;
 - ii) students at a public university, college or school;
 - iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
 - iv) Medicaid beneficiaries;
 - v) Children’s Health Insurance Program (CHIP) beneficiaries; and,
 - vi) Medicare and Medicaid Enrollees (MME).
- **Iowa Department of Public Health Substance Abuse Program Other Governmental Benefit Plans** means Other Governmental Benefit Plans issued in the state of Iowa that include a reference to “UnitedHealthcare Community Plan” or “IDPH Program” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

OTHER:

- **Individual Exchange Benefit Plans** means Benefit Plans administered pursuant to the federal Patient Protection and Affordable Care Act including: (a) Benefit Plans marketed through Individual Exchanges administered by either the federal government and/or a state government, and any off-Exchange version of such Benefit Plans (but not including

Benefit Plans which are offered by employers or other group sponsors through an exchange mechanism, whether operated by the employer or group or by the federal or state government or other third party; such Benefit Plans will be included under the Agreement as otherwise provided under the Agreement); and (b) Benefit Plans for the Basic Health Program administered by a state government, and any off-Exchange version of such Benefit Plans.

Additional Manuals Appendix

For some of the Benefit Plans for which Provider may provide Covered Services under this Agreement, Provider is subject to additional requirements of one or more additional provider manuals (“Additional Manuals”). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the UnitedHealthcare Physician, Health Care Professional, Provider and Ancillary Provider Administrative Guide (“UnitedHealthcare Administrative Guide”).

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Provider on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Provider.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1

Benefit Plan(s)	Description of Applicable Additional Manual	Website
Iowa Medicaid Benefit Plans and Iowa M-CHIP Benefit Plans	UnitedHealthcare Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide for Iowa Medicaid	www.uhccommunityplan.com
Iowa CHIP Benefit Plans	UnitedHealthcare Community Plan Physician, Health Care Professional, Facility and Ancillary Provider Administrative Guide for Iowa CHIP	www.uhccommunityplan.com

**Iowa Medicaid
Home and Community Based Services and Long Term Services and Support
Payment Appendix**

Applicability

This Appendix applies to Home and Community Based Services (“HCBS”) and Long Term Services and Support (“LTSS”) Covered Services rendered by Provider to Customers covered under the following types of Benefit Plans, as described in the Agreement:

- Iowa Medicaid Benefit Plans and Iowa M-CHIP Benefit Plans.
- Iowa CHIP Benefit Plans.

For purposes of this Appendix, HCBS and LTSS shall mean a wide variety of support and services provided to Customers in their own home or community that help such Customers meet their daily needs for assistance and improve the quality of their lives. Examples include assistance with bathing, dressing, and other basic activities of daily living and self-care, as well as support for everyday tasks such as laundry, shopping, and transportation. HCBS services are often provided over an extended period, predominantly in homes and communities, but may also be provided in facility-based settings such as nursing facilities.

**Section 1
Payment for Covered Services**

1.1 Payment. Provider’s contract rates for Covered Services are the lesser of (i) Provider’s Customary Charges, or (ii) the following in order of applicability:

- (a) 100% of the primary fee source. The primary fee source is the Iowa Medicaid fee schedule by the applicable state agency.
- (b) In the event a fee source listed above in clause (a) does not publish a specific fee amount, then United will pay 30% of Provider’s Customary Charges for Covered Services.

For certain CPT/HCPCS codes, United may pay an amount higher than the amount listed in this section 1.1, and in the future, United may reduce that higher amount paid for those CPT/HCPCS codes, but not less than the amount payable in clauses (a) and (b) above.

The actual payment amount is also subject to matters described in this Agreement, such as Payment Policies.

Provider will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Appendix must use CPT Codes, HCPCS Codes, ICD-9 Codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

If an applicable state or federal program is available to provide items or payment directly to Provider for specific Covered Services for Customers subject to this Appendix that would otherwise be payable under this Appendix, the applicable program will apply and not this Appendix

The contract rates established by this Appendix are all-inclusive, including without limitation any applicable taxes, for all Covered Services provided to the Customer. Unless specifically indicated otherwise, amounts listed in this fee schedule represent global fees and may be subject to reductions based on appropriate modifiers (for example, professional and technical modifiers).

1.2 Routine Maintenance. United routinely updates this fee schedule in response to changes published by the State of Iowa, such as fee amount changes. United will use reasonable commercial efforts to implement the fee schedule changes in its systems within ninety (90) days after final publication and make them effective in our system on the effective date of the change by the primary fee source. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

United also routinely updates this fee schedule in response to coding changes as described in the Agreement. When implementing coding updates, United will apply the same percentages as set forth above in Section 2.1 and then the current value of the published code to determine the contract rate. United will use reasonable commercial efforts to implement such changes within 90 days from the date of publication. However, claims already processed prior to the change being implemented by United will not be reprocessed unless otherwise required by law.

1.3 Medicaid Agency Payment Changes. If the state Medicaid agency changes the manner in which it reimburses or changes the state Medicaid fee schedule such that United is required to make significant programming or platform changes in order to implement the state Medicaid agency changes, United will make commercially reasonable efforts to implement the state Medicaid agency changes, within a reasonable time frame, from the date the change is published in the state Medicaid agency's official correspondence to United or is otherwise formally communicated by the state Medicaid agency to United. Ancillary Provider agrees that, in such case, it shall accept the current payment as set forth in this Appendix until such a time as United can implement the state Medicaid agency change. At such time as United is able to implement the change, United will communicate the change and the effective date of the change via a copy of a new payment appendix. From that effective date forward, the contract rate will be calculated based on the new state Medicaid agency payment.

If United is unable, through commercially reasonable efforts, to incorporate the state Medicaid agency payment changes in their entirety, United will so notify Ancillary Provider within 90 days from the date the change is published in the state Medicaid agency's official correspondence to United, or otherwise formally communicated by the Medicaid agency. The parties shall then negotiate in good faith for a period of up to 60 days to amend the Agreement to replace this Appendix with a new Appendix and stated effective date for the new contract rates. If the parties have not reached an agreement upon such an amendment within the aforementioned 60 day period, either party may initiate Dispute Resolution according to the Agreement.

Medicaid Regulatory Requirements Appendix

<<INSERT REGULATORY APPENDIX>>

AMENDMENT TO AGREEMENT

ATTN: Denny Carpenter, Chairman
CLIENT: Jasper County Board of Supervisors
Jasper County Courthouse
101 1st Street North
Newton, Iowa 50208

PROJECT: Jasper County Home Demolition – Additional County Home Asbestos Survey

PROJECT LOCATION: Newton, Iowa

DATE OF ORIGINAL AGREEMENT: May 26, 2015

DATE OF AMENDMENT: October 1, 2015

PROJECT DESCRIPTION

Provide an asbestos survey for the County Home Building based on actual site conditions and our review of the previously completed asbestos documentation for the building.

SCOPE OF SERVICES

We will provide the following additional services for the project:

Environmental Engineering

These services will consist of the following tasks:

1. Asbestos Survey – County Home Building
 - A. Perform an asbestos survey on the County Home Building including all attached additions. We have included lab analysis of up to 150 samples in our base scope of services, if additional samples are required based on the actual number of materials in the buildings, additional reimbursable fees may be requested.
 - B. Provide a report documenting the findings of the survey and provide recommendations for the scope of abatement, if needed. Abatement design and bid documents are not part of our base services but can be provided once the scope of any required abatement is determined.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee	Fee Type	Reimbursable Expenses
Asbestos Survey – County Home Building	\$4,500.00	Fixed Fee	\$3,000.00
TOTAL	\$4,500.00		\$3,000.00

TOTAL ADDITIONAL DESIGN FEE REQUESTED = \$7,500.00

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Assistance with county legal services.
2. Abatement design.
3. Coordination of abatement contractor.
4. Abatement review.

AGREEMENT

This Amendment is subject to all other terms and conditions of the Original Agreement.

Thank you for considering this proposal. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Chris Bauer, Civil Engineer-Project Manager
cbauer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Jasper County Board of Supervisors

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

Attest: _____
Dennis Parrott, Auditor

PROFESSIONAL SERVICES AGREEMENT

ATTN: Denny Carpenter, Chairman
CLIENT: Jasper County Board of Supervisors
Jasper County Courthouse, Room 203
101 1st Street North
Newton, IA 50208

PROJECT: Jasper County Courthouse ADA Site Access

PROJECT LOCATION: Newton, IA

DATE OF AGREEMENT: October 12, 2015

PROJECT DESCRIPTION

Your project consists of reviewing and providing design alternatives to provide an accessible entrance to the west side of the Jasper County Courthouse in Newton, Iowa.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering and Land Surveying

These services will consist of the following tasks:

1. Site visit to review existing conditions and discuss preliminary options with Owner's Representatives.
2. Limited Topographic Survey of anticipated project area including above ground site features and existing elevations.
3. Prepare a preliminary design alternative of an accessible sidewalk to the west courthouse entrance along with accessible connections to the existing north-south sidewalks adjacent to the courthouse.
4. Attend one (1) County Board of Supervisors meeting to review and discuss the preliminary design alternative and revise one (1) time based on review comments.
5. Prepare biddable design construction drawings and construction details of the proposed sidewalk improvements along with a cover sheet. Technical specifications may be provided on the drawings with reference to standard specifications when applicable.
6. Provided the Owner with the design drawings to obtain competitive quotes to complete the work. We have not included any bidding services in our base scope of services.
7. Provide one (1) site visits during construction to review general conformance with our design drawings.
8. Provide one (1) site visit at the completion of construction to formulate a final punch list.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.



2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.

SCHEDULE

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Limited Topographic Survey and Site Visit	Fixed Fee	\$850	Included	\$850
Preliminary Design Alternatives and BOS Meeting	Fixed Fee	\$650	Included	\$650
Final Design & Bid Documents	Fixed Fee	\$2,950	Included	\$2,950
Construction Observation	Fixed Fee	\$900	Included	\$900
TOTAL		\$5,350	Included	\$5,350

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Additional design alternatives or revisions to proposed scope of work.
2. Bidding phase services.
3. Additional construction administration and construction observation services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery July 2013

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Chris Bauer, Civil Engineer-Project Manager
cbauer@shive-hattery.com

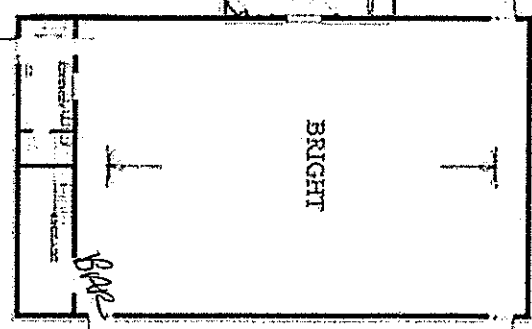
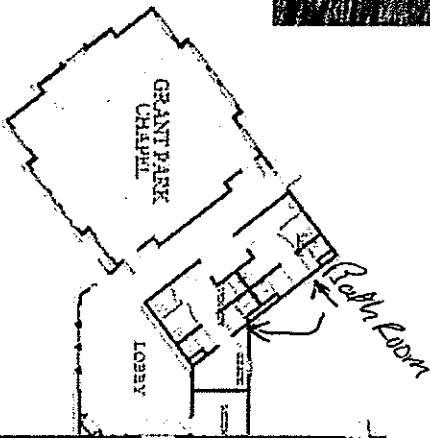
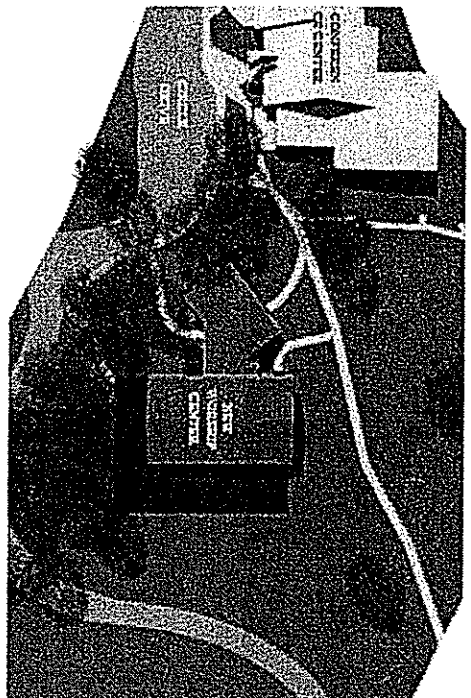
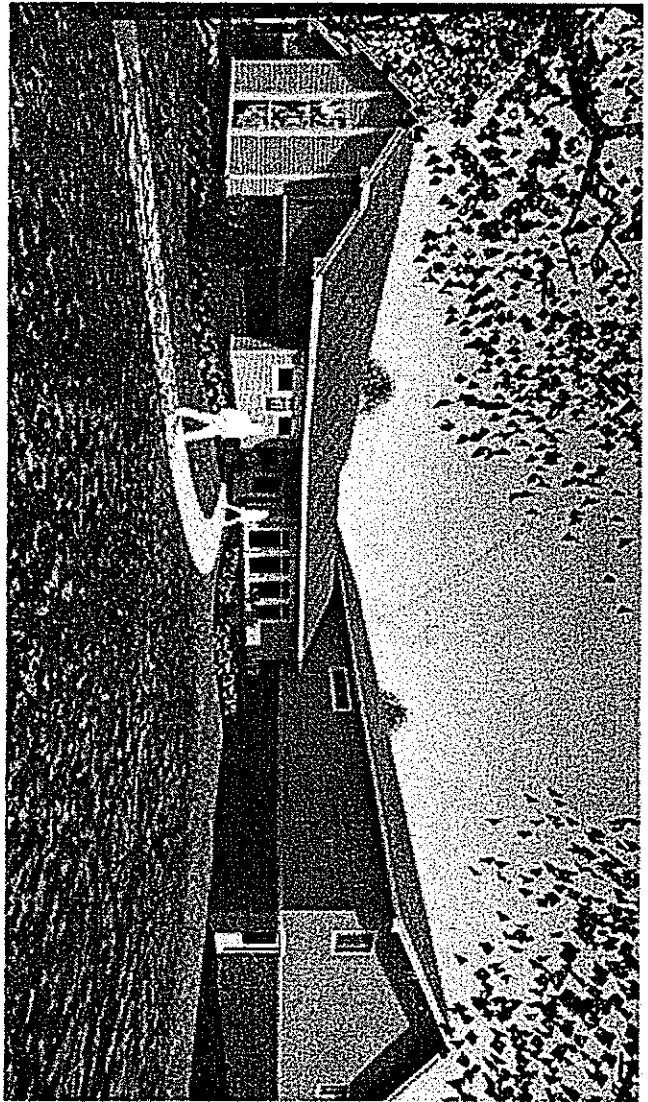
AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Jasper County Board of Supervisors

BY: _____ TITLE: _____
(signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

Attest: _____
Dennis Parrott, Auditor



The Christian Conference Center—5064 Lincoln Street, Newton, Iowa 50208

College Avenue Christian Worship Center

CONNECT ARCHITECTURE & DESIGN

1-800-469-2223 # 1

ABD <http://licensing.iowaabd.com>

Jeff Conrath 515-641-831-4475-

Moving from Dorrice to CC Center
 600 N. 2nd Ave W. 10/20/15 ~ 11/01/15

RECORDER'S MONTHLY REPORT
STATE OF IOWA, COUNTY OF JASPER

TO THE BOARD OF SUPERVISORS OF JASPER COUNTY:

I, Denise Allan, Recorder of the above named county and state do hereby certify that this is a true and correct statement of the fees collected by me in my office for the period of Sept. 1, 2015 through Sept. 30, 2015, and the same have been paid to the county Treasurer.


Denise Allan, Jasper County Recorder

Date: October 14, 2015

Dennis Parrott, Jasper County Auditor

Recording Fees	0001-1-07-8110-400000	<u>\$7,135.00</u>	
	(+) E-File Recording Fees	<u>\$3,025.00</u>	<u>\$10,160.00</u>
Copies	0001-1-07-8110-400000		<u>\$812.30</u>
Fed Tx Search	0001-1-07-8110-400000		<u>\$0.00</u>
Auditor's Trans	0001-1-07-9010-410000	<u>\$790.00</u>	
	(+) E-File Auditor Trans Fees	<u>\$135.00</u>	<u>\$925.00</u>
Co Trans Tax	0001-1-07-8110-404000	<u>\$1,642.43</u>	
	(+) E-File Trans Tax Fees	<u>\$190.84</u>	<u>\$1,833.27</u>
Over Payments	0001-4-07-0054-822000		<u>\$51.75</u>
ELSI Co Fees	0001-1-07-8110-403000		<u>\$236.25</u>
Co Boat Title	0001-1-22-6110-412000		<u>\$45.00</u>
Co Boat Lien	0001-1-07-8110-418000		<u>\$5.00</u>
Snow Title/Lien	0001-1-07-8110-401100		<u>\$15.00</u>
ATV/ORV Title/Lien	0001-1-07-8110-401200		<u>\$100.00</u>
Vital Cert Co	0001-1-07-8110-413000		<u>\$612.00</u>
Vital Plain Copy	0001-1-07-8110-408000		<u>\$40.00</u>
Co Marriages	0001-1-07-8110-417000		<u>\$64.00</u>
Int Bank Acct	0001-4-07-0054-600000		<u>\$1.64</u>
Record Mgmt	0024-1-07-8110-414000	<u>\$329.00</u>	
	(+) E-File Record Mgmt Fees	<u>\$155.00</u>	<u>\$484.00</u>
E-Fees	5300-1-77-0500-416000	<u>\$329.00</u>	
	(+) E-File E-Fees	<u>\$155.00</u>	<u>\$484.00</u>
Misc Revenue Fees	0001-1-07-8110-849000		<u>\$1.00</u>
Total County Fee Collected for <u>September 2015</u>			<u>\$15,870.21</u>

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check	Other Pay	Sub Total (3)	Drawer (1) + (2) + (3)
01-01-01	Recording 0001-1-8110-4000-1	\$7,135.00	\$0.00	\$0.00	\$7,135.00	\$0.00	\$0.00	\$0.00	\$7,135.00
01-01-02	Recd Mgmt0024-1-8110-4140-	\$329.00	\$0.00	\$0.00	\$329.00	\$0.00	\$0.00	\$0.00	\$329.00
01-01-03	E-Fee 5300-1-0500-4160-77	\$329.00	\$0.00	\$0.00	\$329.00	\$0.00	\$0.00	\$0.00	\$329.00
01-02-00	Auditors 0001-1-9010-4100-07	\$790.00	\$0.00	\$0.00	\$790.00	\$0.00	\$0.00	\$0.00	\$790.00
01-03-01	Co Tran Tax0001-1-8110-4040	\$1,642.43	\$0.00	\$0.00	\$1,642.43	\$0.00	\$0.00	\$0.00	\$1,642.43
01-03-02	State Tran Tax	\$7,879.17	\$0.00	\$0.00	\$7,879.17	\$0.00	\$0.00	\$0.00	\$7,879.17
01-05-02	Copies 0001-1-8110-4000-07	\$807.30	\$0.00	\$5.00	\$812.30	\$0.00	\$0.00	\$0.00	\$812.30
	***** Account Group 01 Total *****	\$18,911.90	\$0.00	\$5.00	\$18,916.90	\$0.00	\$0.00	\$0.00	\$18,916.90
02-04-01	Marr Co 0001-1-8110-4170-07	\$60.00	\$0.00	\$4.00	\$64.00	\$0.00	\$0.00	\$0.00	\$64.00
02-04-02	Marriage License - State	\$465.00	\$0.00	\$31.00	\$496.00	\$0.00	\$0.00	\$0.00	\$496.00
02-04-03	3 Day Waiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
02-04-04	Vitalcert00001-1-8110-4130-1	\$600.00	\$0.00	\$12.00	\$612.00	\$0.00	\$0.00	\$0.00	\$612.00
02-04-05	Vital Cert State	\$2,400.00	\$0.00	\$48.00	\$2,448.00	\$0.00	\$0.00	\$0.00	\$2,448.00
02-04-06	Vital PI Copy01-1-8110-4080-C	\$40.00	\$0.00	\$0.00	\$40.00	\$0.00	\$0.00	\$0.00	\$40.00
	***** Account Group 02 Total *****	\$3,565.00	\$0.00	\$95.00	\$3,660.00	\$0.00	\$0.00	\$0.00	\$3,660.00
03-01-01	Passprt Co 0001-1-8110-4150-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-01-02	Passport - Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03-03-01	Expedite Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 03 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-00	Hunting & Fishing/Elsi	\$1,923.50	\$0.00	\$206.50	\$2,130.00	\$0.00	\$0.00	\$0.00	\$2,130.00
05-01-01	H&Fw/Elsi 0001-1-8110-4030-	\$212.25	\$0.00	\$24.00	\$236.25	\$0.00	\$0.00	\$0.00	\$236.25
05-01-04	Boat Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-05	Snow & Alv Registration Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-06	Boat Title Fee	\$35.00	\$0.00	\$10.00	\$45.00	\$0.00	\$0.00	\$0.00	\$45.00
05-01-07	Boat Lien Fee	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
05-01-08	Snow Title Fee	\$10.00	\$0.00	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
05-01-09	Snow Lien Fee	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
05-01-10	Alv Title Fee	\$75.00	\$0.00	\$10.00	\$85.00	\$0.00	\$0.00	\$0.00	\$85.00
05-01-11	Alv Lien Fee	\$10.00	\$0.00	\$5.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00

Continued

Revenue Totals

Charge Payment Totals

Account Number Account Description Cash/Check (1) Charge Other Pay (2) Sub Total Cash/Check Other Pay Sub Total (3) Drawer (1) + (2) + (3)

05-01-12	Rsu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-13	Nrohu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-01-14	Nrsu Perm/Eisi	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-01	Boat,Write 0001-1-8110-4020-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-03	Sno/Atv Wf 0001-1-8110-4010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-02-04	AW/OV T&L Co 000118110400	\$85.00	\$0.00	\$15.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00
05-02-05	Snow T&L Co 001-1-8110-401-	\$15.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00
05-02-06	Bl Title Co 001-1-6110-4120-2-	\$35.00	\$0.00	\$10.00	\$45.00	\$0.00	\$0.00	\$0.00	\$45.00
05-02-07	Bl Lien Co 0001-1-8110-4180-	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$5.00
05-03-01	Use Tax	\$1,701.00	\$0.00	\$312.00	\$2,013.00	\$0.00	\$0.00	\$0.00	\$2,013.00
05-03-02	la Sales Tax	\$1,911.00	\$0.00	\$78.00	\$1,989.00	\$0.00	\$0.00	\$0.00	\$1,989.00
05-03-03	Local Option Tax	\$259.85	\$0.00	\$13.00	\$272.85	\$0.00	\$0.00	\$0.00	\$272.85
05-03-04	School Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05-03-05	Overpaymt 0001-4-0054-8220-	\$51.75	\$0.00	\$0.00	\$51.75	\$0.00	\$0.00	\$0.00	\$51.75
05-03-06	Rwrs	\$1,926.30	\$0.00	\$153.65	\$2,079.95	\$0.00	\$0.00	\$0.00	\$2,079.95
	***** Account Group 05 Total *****	\$8,265.65	\$0.00	\$837.15	\$9,102.80	\$0.00	\$0.00	\$0.00	\$9,102.80
06-01-01	Balance Brought Forward	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
06-01-02	Payment	\$106.00	\$0.00	\$0.00	\$106.00	\$0.00	\$0.00	\$0.00	\$106.00
	***** Account Group 06 Total *****	\$106.00	\$0.00	\$0.00	\$106.00	\$0.00	\$0.00	\$0.00	\$106.00
07-01-01	Ucc Search 0001-1-8110-4000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-01-02	Ucc/Term 0001-1-8110-4000-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-02-01	Fedksearch0001-1-8110-400C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07-03-01	Interest On Bank Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 07 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-01	Clrs-Standard Fee	\$3,025.00	\$0.00	\$0.00	\$3,025.00	\$0.00	\$0.00	\$0.00	\$3,025.00
08-01-02	Clrs-Document Management I	\$155.00	\$0.00	\$0.00	\$155.00	\$0.00	\$0.00	\$0.00	\$155.00
08-01-03	Clrs-Erecording Fee	\$155.00	\$0.00	\$0.00	\$155.00	\$0.00	\$0.00	\$0.00	\$155.00
08-01-04	Clrs-Additional Tran Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
08-01-05	Clrs-Transfer Fee	\$135.00	\$0.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00

continued-

Denise Allan
County Recorder

Account Balance Report
From 9/1/2015 Through 9/30/2015

Jasper County, low
Jasper County Courthouse
101 1st Street North
Newton, LA 5020
(641) 792-544

Revenue Totals

Charge Payment Totals

Account Number	Account Description	Cash/Check (1)	Charge	Other Pay (2)	Sub Total	Cash/Check (3)	Other Pay	Sub Total	Drawer (1) + (2) + (3)
08-01-06	Clrs-Transfer Tax	\$1,106.40	\$0.00	\$0.00	\$1,106.40	\$0.00	\$0.00	\$0.00	\$1,106.40
	***** Account Group 08 Total *****	\$4,576.40	\$0.00	\$0.00	\$4,576.40	\$0.00	\$0.00	\$0.00	\$4,576.40
11-66-10	Writing Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	***** Account Group 11 Total *****	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55-55-55	Federal Duck Stamp	\$25.00	\$0.00	\$50.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
	***** Account Group 55 Total *****	\$25.00	\$0.00	\$50.00	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00
	Final Totals :	\$35,449.95	\$0.00	\$987.15	\$36,437.10	\$0.00	\$0.00	\$0.00	\$36,437.10

Counts/Totals From 9/1/2015 Through 9/30/2015

Cash Total :	\$7,356.80 +
Check Total :	\$28,249.35 +
Other Pay Total:	\$987.15 +
Change Total :	\$156.20 -
Subtotal :	\$36,437.10
Charge Total :	\$0.00 +
Grand Total :	\$36,437.10

Number of Cash Payments :	278
Number of Check Payments :	428
Number of Charge Payments :	23
Number of Other Payments :	0
Number of Receipts :	687
Number of Voids :	26

Charge Information	
Balance Forward Information	
Number of Payments on Account :	2
Total Paid on Account :	\$106.00

Other Payment Breakdown

Other Payment Method	Total Count	Total Paid
CREDIT CARD	19	\$987.15
Total :	19	\$987.15



Hosted Services Addendum

This *Hosted Services Addendum* ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified on the attached *Hosted Search Schedule* ("Schedule") and is being executed under *Cott's Master Agreement for Products and Services* in order for Cott to provide the software and services described herein.

- 1. Services.** During the term, Cott will host and make available to Customer the service specified and described in the Schedule (the "Service"). The Service may be used only by current employees, staff and authorized officials of the Customer and only in accordance with any use limitations specified in the Schedule (collectively, the "Limitations on Use"). Cott will provide one copy of a User Manual or other written materials delivered by Cott in connection with the deployment of the Service (the "Documentation"). Customer may make one copy of the Documentation, and such copy must include all appropriate copyright and proprietary notices.
- 2. Inspection and Acceptance.** Cott will make the Service available for review and testing by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Service, (b) the recordation or acceptance of documents for recording by Customer or Customer's system utilizing the Service, or (c) the databases associated with the Service are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect, approve and accept all aspects of the Service including the form, content, searchable data, appearance and functionality of the Service. Unless Cott receives from Customer detailed written notice of deficiencies in the Service within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Service. If Cott receives such notice, Cott shall use its best efforts to correct any deficiencies that are attributable to Cott as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Service is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line between the Hosted System and Customer's system and any specified security measures according to the specifications in the Schedule (the "Customer Link") in order to ensure proper transmission of the Service. Wireless connections in Customer's office are not supported.
- 4. Capacity of the Hosted System.** The Service will be hosted on servers and other equipment owned and maintained entirely by Cott (the "Hosted System"). Customer acknowledges that Cott relies on third party vendors to host and deliver the Service. Customer acknowledges that the Customer's fees are based, in part, on a number of factors including, where applicable, the number of instruments, images, and transactions in the databases, the number of Cott software products underlying the Service and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors, or if bandwidth or other capacity should be upgraded to accommodate the traffic to, and use of, the Hosted System by Customer or its end-users, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
- 5. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the Schedule. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year. Upon expiration of the initial term, this Addendum will automatically renew for successive one (1) year periods, at the current renewal rate. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
- 6. Fees.** Fees for the Service for the first term are specified in the Schedule. Ongoing monthly fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance of services rendered. If the Go-Live Date is in the middle of a month, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.



7. **Renewal.** Fees for renewal terms will be specified by Cott at least forty-five (45) days prior to the expiration of the then-current term. Fee increases may be necessary based on a number of factors including the Storage Factors, Cott's then current pricing plan for hosting services and Cott's costs for hosting equipment, security, facilities and telecommunications.
8. **Security and Data Protection.** Cott will implement and maintain reasonable security, back-up and recovery procedures in delivering the Service. Although Cott will implement reasonable procedures to prevent unauthorized access to protected data on the Hosted System, Customer acknowledges that it is impossible to completely eliminate this risk due to the public nature of the Internet.
9. **Service Levels.** Cott will use commercially reasonable efforts to ensure that the Service is operational and accessible in accordance with Cott's Service Level Agreement for Hosted Solutions. If any outage, interruption of service, unscheduled down time, decrease in availability or other service level deficiency occurs, Customer shall promptly notify Cott Customer Support. Cott Customer Support will investigate the deficiency and use commercially reasonable efforts to correct any deficiency in the Hosted System. Customer will be responsible for and use commercially reasonable efforts to correct any deficiency in the Customer Link.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service.
11. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services. Provided Customer is not then in breach, Customer Support entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer. Customer will be invoiced at the current hourly rate for modifications to the Service requested by Customer which are beyond the scope of Patches and Releases as defined herein.
12. **Termination; Material Breach.** This Addendum may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days' notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Cott's failure to reasonably perform its obligations hereunder; or (e) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
13. **Early Termination.** Customer may terminate these services and this Addendum by providing ninety (90) days written notice to Cott. Cott is entitled to recover from Customer the remaining unpaid portion of the Implementation Fee specified in the Schedule. In addition, Customer shall pay 100 percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service on the last day of the monthly term that occurs 90 days after Cott's receipt of the termination notice. Customer will be responsible for the monthly fees up to the date of termination.
14. **Training.** Cott will provide training on the operation of the Service as specified in the Schedule. Cott training options may include, though are not limited to, training at Customer's location, training at Cott's location and live webinar training over the internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to



10 training days. One day of training shall be defined as not fewer than 6½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.

15. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
16. **Warranty.** Cott warrants that the Service will perform in substantial accordance with the functional overview provided in the Schedule. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks or a deficiency in the Customer Link.
17. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
18. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, the Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Service intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
19. **Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable



portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.

20. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
21. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
22. **End-Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system.
23. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.
24. **Force Majeure.** Notwithstanding the provisions within Cott's Master Agreement for Products and Services, Cott will additionally not be liable for any delay or failure due to acts of God, flood or other natural disaster, fiber cuts by third parties, acts or omissions of telecommunication providers and carriers, weather, any unauthorized access to or destruction or modification of the Service, in whole in part, interruptions or delay of utilities as it relates to heat, air conditioning, humidity control, or power support, or electric power, act or failure to act of or any third party providing a portion of the Service, and additional force majeure types of events specified in any contract between Cott and Cott vendors which are hereby incorporated by reference. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
25. **Offer Limited to Terms.** Acceptance of the offer presented by this Addendum is limited to the terms set forth herein. The terms of this Addendum, including any Schedule, may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Addendum by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.
26. **Electronic Delivery.** This Addendum may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Addendum, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.



Cott and Customer have executed this Schedule to be effective as of the date it is signed by Customer. Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Schedule will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

This Schedule may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Schedule, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Master Agreement for Products and Services

2/8/2010
(Date Signed)

Jasper County, IA

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Hosted Search

Deborah A. Ball 9/24/2015
(Signature) (Date)

(Signature) (Date)

Deborah A. Ball
(Print Name)

(Print Name)

Chief Executive Officer
(Print Title)

(Print Title)

Rose Byrd
(Attest)

(Attest)

PLEASE NOTE:

The pricing in this offer is valid through 3/24/2016. After this date, this offer will be priced at the then current rate and will be subject to current costs equal to +/- 10%



Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | contracts@cottsystems.com



Hosted Search Schedule

For Denise Allen, Recorder, Jasper County, IA

Prepared on September 24, 2015

Hosted Search

Cott Systems will establish and manage an Internet site containing the Customer's indices and images (Cott's Search Applications) for placement on a managed, secure Internet server. We will provide a site that is separate from any existing infrastructure yet will appear to the general public as if they are searching the data from the customer's internal system.

Once connected to the site, access rights can range from open search and retrieval access to data and images with no user ID or password required and provided at no charge, to complete account management with a registration process for establishing a unique user ID and password for each account, including a monthly charge.

Project Criteria

Annual Instrument	8,341
Total Instruments	251,110
Total Associated Images	797,391/69GB
Software Applications	Resolution

Assumptions and Requirements

- A supported version of Cott's products are currently installed and running.
- A high speed connection secured by a firewall is setup by the customer for Cott to access the customer's location.
- The customer will designate one point of contact in their office to communicate information to Cott.
- Customer Support requests will be addressed as defined in Cott's Customer Support Processes Exhibit.

Project Note

Customer is responsible for providing and maintaining Netgear® Prosafe® VPN Firewall 8 with 8 port 10/100 switch (FVS318NA) at customer site; a firewall at customer site is not included in the provisions by Cott.



Hosted Search Schedule (Continued)

Project Plan

A sample project plan outlining the phases and resources required to ensure a successful installation is shown. The customer acknowledges that in order for Cott to carry out the following project plan, the customer is required to fulfill the responsibilities as described below.

	Resource(s)
Phase I	
Cott receives signed contract	Cott, Customer
Customer invoiced	Cott
Assignment of Implementation Personnel	Cott
Ship Backup to Cott	Customer
Technical Verification of Backup	Cott
Establish Branch Office VPN Connectivity	Cott, Customer
Phase II	
Firewall Installation and Configuration on Hosted System	Cott, Customer
Customer payment to Cott	Customer
Installation of Hosted Search	Cott
Data Replication Setup and Implementation	Cott
Monitor Data Replication	Cott
Phase III	
Site Setup Completed on Hosted System	Cott
Test site	Cott
Go live	Customer
Customer Invoiced	Cott
Customer Support Transition	Cott
Phase IV	
Network/Configuration Documentation Complete	Cott
Post Implementation Review & Support	Cott



Hosted Search Schedule (Continued)

Software Lease Fees Schedule of Payments	
Invoice upon receipt of signed contract	\$150
Invoice Monthly upon Go-Live Date (deployment)	\$150/mo ¹

¹ For the month in which the installation occurs, Customer will be additionally invoiced for Monthly Fee on a prorated basis from the Go-Live Date through the end of the month. For example, if go-live occurs on March 15, Customer would be invoiced for period from March 15-31. Thereafter, Monthly Fee will be invoiced on the 1st of the month in advance of services rendered.

TERM: contract term to be co-terminus with Land Records System term effective through 10/31/2016.

Your monthly fee is based in part on the amount of data hosted by Cott. This fee is based on the projected disk space and bandwidth utilization. The fee is subject to a change based on increased disk space utilization and/or bandwidth, and may be subject to change based on any of the following scenarios:

- Renewal of Services upon contract expiration resulting in a reassessment of current volume.
- Large increases of storage and/or bandwidth resulting from projects such as Redaction, OIB, or Backfile.
- Large increases of storage and/or bandwidth resulting from abnormal annual filing growth and/or usage.

THIS AGREEMENT is entered into on this 8th day of September, 2015, by and between Pathways Behavioral Services, 3362 University Avenue, Waterloo, IA dba Integrated Telehealth Partners(ITP) (hereinafter called "ITP") a comprehensive behavioral health center located in the State of Iowa, and Jasper County Jail (hereinafter after called the "Jail").

WHEREAS, The Jail desires to contract with ITP for ITP to provide telehealth psychiatric services for 2 hours per month; and Central Iowa Community Services agrees to pay ITP per contracted hour with Central Iowa Community Services having the final decision of contracted hours to be allocated.

WHEREAS, ITP contracts directly with health care providers specializing in the provision of telehealth psychiatric services who are qualified to provide the clinical services required by the Jail in accordance with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual promises in this agreement and the provision of the contract arrangements, ITP and the Jail agree as follows:

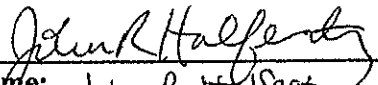
1. Responsibilities of ITP

- A. ITP shall designate one or more psychiatrist(s) and/or Advanced Registered Nurse Practitioner(s) (herein referred to singularly as a "Provider"), that is licensed and qualified, to provide psychiatric services for inmates of the Jail. The services will be provided through telehealth technology at a location designated by the Jail.
- B. A Provider will provide psychiatric services on mutually agreed upon dates and times, hereinafter known as "Contracted Hours," using telehealth technology. A Provider will provide psychiatric patient evaluations and medication management to inmates of the Jail; and as needed, consultations to physicians and staff regarding psychiatric medical care of said patients.

2. Responsibilities of the Jail

- A. The Jail will be responsible for scheduling all inmate appointments, providing the necessary staff, computer software and hardware, equipment and office space determined by ITP, in its sole discretion, to be necessary to adequately perform the services herein.
- B. The Jail will be responsible for any technical issues and support originating from the Jail's site.
- C. The Jail will be responsible for training the Provider(s) on the Jail's inmate record system.

Reviewed and Approved:



Name: John R Halperdy
Title: Sheriff
County: Jasper

09-23-15
Date



CENTRAL IOWA COMMUNITY SERVICES

September 24, 2015

Joe Brock
 Jasper County Board of Supervisors
 Box 944
 Newton IA 50208

Re: Central Iowa Community Services employee statement of understanding

Dear County Board of Supervisors,

The attached statements of understanding fulfill requirements of Section 6.1 of the Central Iowa Community Services 28E agreement. That agreement requires a statement of understanding between the CICS Governing Board and the individual Boards of Supervisors regarding employees. The statement identifies the individual employee, the position to be filled, and portion of the employee's wages and benefits that will be the responsibility of the region.

The portion of the wages of the employees identified on these statements are currently paid from Mental Health funds. The portion has been agreed upon for FY 16 and are submitted to you for consideration. The forms will be updated each fiscal year or as needed and agreed upon.

Please return signed forms to:

Jody Eaton
 Central Iowa Community Services
 115 N 2nd Ave E
 Newton IA 50205

Sincerely,
Michael Nolte

Mike Nolte,
 Chair, Central Iowa Community Services Governing Board

STATEMENT OF UNDERSTANDING

FY 2016

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. *There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.* The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jody Eaton	CEO	85% (of 1FTE)

The costs of that FTE, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature

Printed Name
Chair, Jasper County Board of Supervisors

Signature

Printed Name
Chair, Central Iowa Community Services

Attest: _____
Dennis Parrott, Auditor

STATEMENT OF UNDERSTANDING

FY 2016

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

6.1 Selection process for Regional Administrator Team and CEO

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This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Connie McQuiston	Support Staff	40% (of 1FTE)

The costs of that FTE, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature

Printed Name
Chair, Jasper County Board of Supervisors

Signature

Printed Name
Chair, Central Iowa Community Services

Attest: _____
Dennis Parrott, Auditor

STATEMENT OF UNDERSTANDING

FY 2016

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6. STAFF

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This document serves as the Statement of Understanding between Jasper County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Supinya Dake	Service Coordinator	100% (of 0.7FTE)

The costs of that FTE, including salary, benefits and other expenses shall be paid using regional funds currently held by Jasper County in their County Fund 10. These forms shall be updated each fiscal year or as mutually agreed upon.

Signature

Printed Name
Chair, Jasper County Board of Supervisors

Signature

Printed Name
Chair, Central Iowa Community Services

Attest: _____
Dennis Parrott, Auditor



Clean Harbors Environmental Services, Inc.
4704 NE 22nd Street
Des Moines, IA 50313
www.cleanharbors.com

2015 OCT 16 AM 8:40

2015 OCT 16 AM 8:40

October 7, 2015

Attn: Mr. Adam Sparks
Jasper County
101 First Street North
Newton, IA 50208

Quote #2265480, Jasper County, Newton, IA

Dear Mr. Sparks:

Thank you for considering Clean Harbors Environmental Services, Inc. (Clean Harbors) for your laboratory chemical waste management needs. We are pleased to provide you with the following pricing. Additionally, Clean Harbors has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing laboratory chemical management services and disposal to our company owned and operated facilities, Clean Harbors offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Jason M Terry
Clean Pack Chemist
Phone: +1 515.802.3481



October 7, 2015
Clean Harbors, Quote #2265480

QUOTE SUMMARY

Description	Amount
TASK 1: TRAVEL	\$0.00
TASK 2: PACKING & DISPOSAL	\$4,850.40
TASK 3: DROPPED MATERIALS	\$0.00
Subtotal	\$4,850.40
Estimated Recovery Fee	\$0.00
Estimated Waste Fee	\$13.65
QUOTE TOTAL	\$4,864.05



TASK 1: TRAVEL

TASK 1: TOTAL ESTIMATE	\$0.00
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$0.00

Costs for Labor, Supplies/Materials, and Equipment utilized in the completion of this task are included in disposal or other rates.

TASK 2: PACKING & DISPOSAL

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
CNOS	NON HAZARDOUS SEMI-SOLIDS	1	flex bin	\$315.00	\$315.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	1	pounds	\$0.56	\$68.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	1	20 gallon drum	\$118.20	\$118.20
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	2	55 gallon drum	\$197.00	\$394.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	1	10 gallon drum	\$118.20	\$118.20
LCCRC	LABPACK ORGANICS FOR INCINERATION	6	55 gallon drum	\$197.00	\$1,182.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	1	55 gallon drum	\$197.00	\$197.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	1	55 gallon drum	\$197.00	\$197.00
LCCRQ	AEROSOLS FOR INCINERATION	1	20 gallon drum	\$128.40	\$128.40
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	3	55 gallon drum	\$253.00	\$759.00
				Total	\$3,476.80

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
LBLA	5 gallon pail	\$68.00



October 7, 2015
 Clean Harbors, Quote #2265480

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code CNOS:</i>					
Drum surcharge for gallons of accumulated solids	\$21.00	55 Gallon Drum	2.00	2.99	Gallon
	\$10.70	55 Gallon Drum	1.00	1.99	Gallon

LABOR, SUPPLIES, AND EQUIPMENT

Amount	Description	Qty/UOM	Days	Price	Total
1	Chemist	5 hour	1	\$48.00	\$240.00
1	Lead Chemist	5 hour	1	\$48.00	\$240.00
1	Box Truck	5 hour	1	\$0.00	\$0.00
2	Standard Clean Pack PPE	1 each	n/a	\$8.20	\$16.40
1	5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	1 each	n/a	\$11.20	\$11.20
1	55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	1 each	n/a	\$39.00	\$39.00
1	Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	1 each	n/a	\$67.00	\$67.00
1	Lab pak box, 10 gal, UN4G/X40/S HD poly liner included	1 each	n/a	\$11.00	\$11.00
2	Lab pak box, 20 gal, UN4G/Y75/S HD poly linder included	1 each	n/a	\$18.00	\$36.00
12	Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	1 each	n/a	\$24.00	\$288.00
15	Vermiculite 4 cuft	1 bag	n/a	\$17.00	\$255.00
				Total	\$1,203.60

TRANSPORTATION

Dispatch Location	Price UOM	Total
Des Moines, IA Hub	\$170.00 pickup	\$170.00



TASK 2: TOTAL ESTIMATE	\$4,850.40
Estimated Recovery Fee	\$0.00
Estimated Waste Fee	\$13.65
Estimated total, including Fees	\$4,864.05

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
CNOS	<p>Non Hazardous Semi-Solids</p> <p>Must be able to be landfilled No herbicides, pesticides, or cyanides Source of PCB < 50 ppm Flash point over 140°F PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL ***** Non-hazardous Must be biodegradable No PCB pH - 2.1 to 12.4 PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFARM</p>

TASK 3: DROPPED MATERIALS

TASK 3: TOTAL ESTIMATE	\$0.00
Estimated Recovery Fee	\$0.00
Estimated total, including Fees	\$0.00

Labor, Supplies/Materials, and Equipment utilized in the completion of this task will be invoiced at contract or list prices.

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Net 15 Days



GENERAL CONDITIONS

- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- Compressed gas cylinders requiring special handling due to inoperable valves will be assessed an additional charge of \$400.00 per cylinder. Cylinders larger than medium size will be quoted case by case. This charge may be sent as supplemental invoice.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 0.0%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/recoveryfee.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.



October 7, 2015
Clean Harbors, Quote #2265480

Page 7 of 7

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above.

Thank you for the opportunity to be of service.

Signature PO# Date

Print Name

Quote # 2265480

Attest: _____
Dennis Parrott, Auditor



WASTE TRANSPORTATION & DISPOSAL AGREEMENT*

Customer Name: _____

Customer Address: _____

This Agreement is between the Customer identified below ("Customer"), and Clean Harbors Environmental Services, Inc. ("Clean Harbors"). In consideration of the mutual covenants contained herein, the parties agree as follows:

Article 1. Term

This Agreement shall have an initial term of one (1) year from the date hereof and shall continue in effect from year to year thereafter provided. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

Article 2. Services*

This Agreement shall govern all labpack, transportation, and disposal services ("Services") provided by Clean Harbors to Customer. This Agreement does not apply to emergency response services.

Article 3. Waste Materials

Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Clean Harbors and Customer. At the time Customer requests the Services of Clean Harbors, Customer shall provide a Waste Profile Sheet or similar document ("Waste Profile") to Clean Harbors completely and accurately describing the waste materials.

Article 4. Transfer of Waste and Title

Waste materials which are discovered to be non-conforming may be rejected by Clean Harbors. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with Customer. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled; or if the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile. Customer shall pay Clean Harbors for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

Article 5. Payment Terms

Payment terms shall be net fifteen (15) days from the date of invoice. Interest will be charged at the rate of 1.5% per month, or the maximum amount allowed by law, on all amounts outstanding more than fifteen (15) days. Customer shall be responsible for all costs incurred by Clean Harbors to collect any payments due under this Agreement, including reasonable attorneys' fees. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so.

Article 6. Customer Warranties

Customer warrants that it has legal title or authority to waste; that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials will conform to such description; that containers of waste materials will be marked, labeled and otherwise conform with all applicable law; and that it has communicated to Clean Harbors those hazards known by the Customer to be associated with the handling, transportation, treatment, storage, and disposal of the waste materials.

Article 7. Indemnification

Each Party ("Indemnifying Party") agrees to indemnify, save harmless and defend the other Party ("Indemnified Party") from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

fees) which the Indemnified Party may hereafter incur, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) the Indemnifying Party's breach of any term of this Agreement, or (2) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents. Clean Harbors shall not be liable to Customer for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

Article 8. Insurance

Clean Harbors shall maintain at its own expense during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
a. Worker's Compensation	Statutory
b. Employer's Liability	\$2,000,000
c. General Commercial Liability	\$2 million per occurrence \$4 million aggregate
d. Automobile	\$5 million combined single limit
e. Contractors Pollution Liability	\$10 million each Claim \$10 million all Claims

Article 9. Excuse of Performance

The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause(s) beyond its reasonable control.

Article 10. Additional Provisions

Entire Agreement: This Agreement represents the entire understanding and agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted document issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. Any modifications to this Agreement shall be in writing and shall be signed by Customer and Clean Harbors.

Law to Apply: The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: _____

CLEAN HARBORS
ENVIRONMENTAL
SERVICES, INC.

Signature _____

Signature _____

Print Name _____

Print Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer to complete shaded area.

Attest: _____

FY 15/16 Quarterly report

	Description	July	August	September	Quarterly Totals
FEDERAL					
	VA Compensation/Pension Claim Submitted	<u>6</u>	<u>3</u>	<u>2</u>	11
	Survivor Benefits/ Burial Benefits/ Death Pension Applications Submitted	<u>1</u>	<u>0</u>	<u>1</u>	2
	Military Records Ordered (DD214/Awards/Medical Records, etc.)	<u>3</u>	<u>0</u>	<u>2</u>	5
	VA Health Care Benefits applied for	<u>2</u>	<u>1</u>	<u>0</u>	3
	VA Health Care Benefits renewed	<u>0</u>	<u>1</u>	<u>0</u>	1
STATE					
	State Assistance Applications Submitted	<u>0</u>	<u>1</u>	<u>0</u>	1
COUNTY					
	Number of Veterans Assisted by Jasper County	<u>8</u>	<u>8</u>	<u>3</u>	19
	Total Spent on Financial Assistance Provided	<u>\$3,627.29</u>	<u>\$4,642.63</u>	<u>\$1,622.94</u>	\$9,892.86
	Unclaimed Assistance	<u>0.00</u>	<u>50.00</u>	<u>655.00</u>	705.00
	Projected Total	<u>\$3,627.29</u>	<u>\$4,692.63</u>	<u>\$2,277.94</u>	\$10,597.86
	Average per Veteran	<u>\$453.41</u>	<u>\$586.58</u>	<u>\$759.31</u>	\$557.78

WHO	Code	Total \$ Assist	INV Date	DATE	ACCRUED	DRIVERS	ADMIN	ASSIST	VOUCHEI	GRANT	WHAT	Who Paid
Shred-it USA LLC			7-Jul-15	27-Jul-15			\$39.14				Shredding (June)	Shred-it USA LLC
						Driver Expenses						
Don Smith			2-Jul-15	2-Jul-15		\$116.15					Mileage	202 Miles
Richard Bullock			6-Jul-15	28-Jul-15		\$155.60					270.6 Miles	Jasper Rides
Cecil Clampton			6-Jul-15	28-Jul-15		\$22.43					39 Miles	Jasper Rides
Bev Edge			6-Jul-15	28-Jul-15		\$34.50					60 Miles	Jasper Rides
Bud Langmaid			6-Jul-15	28-Jul-15		\$144.33					251 Miles	Jasper Rides
Leilah Mann			6-Jul-15	28-Jul-15		\$101.78					177 Miles	Jasper Rides
Larry Pauley			6-Jul-15	28-Jul-15		\$119.60					208 Miles	Jasper Rides
Joe Rogers			6-Jul-15	28-Jul-15		\$43.13					75 Miles	Jasper Rides
Linda Schaffer			6-Jul-15	28-Jul-15		\$44.85					78 Miles	Jasper Rides
Ron Wickman			6-Jul-15	28-Jul-15		\$127.08					221 Miles	Jasper Rides
Randy Wagner			8-Jul-15	28-Jul-15		\$40.25					70 Miles	Jasper Rides
Don Smith			27-Jul-15	8-Aug-15		\$82.80					Mileage	144 Miles

Assistance

	LM6464	\$134.37	2-Jul-15	2-Jul-15		\$134.37					Utilities (Electric)	Black Hill Energy
	LA1715	\$600.00	13-Jul-15	28-Jul-15		\$600.00					Shelter (Rent)	Shelly Chandler
	RC3769	\$200.00	13-Jul-15	13-Jul-15		\$200.00					Food Voucher 0200	Farway 200(7/13)
	BH9022	\$650.00	13-Jul-15	28-Jul-15		\$650.00					Shelter (Rent)	Patricia Runnels
	CS9726	\$650.00	13-Jul-15	28-Jul-15		\$650.00					Shelter (Rent)	Steve Joehans
	CD0124	\$100.00	21-Jul-15	21-Jul-15		\$99.99					Food Vouchers 0201, 0202	Farway 201(7/27), 202(7/21)
	BG3343	\$653.64	22-Jul-15	22-Jul-15		\$249.72					Food Vouchers 0203, 0204	Farway 203(7/22), 204(7/27)
	BG3343		22-Jul-15	11-Aug-15		\$232.64					Utilities (Water)	City of Colfax
	BG3343		22-Jul-15	11-Aug-15		\$171.00					Utilities (Electric)	Mid American Energy
	SP8913	\$639.57	28-Jul-15	11-Aug-15		\$424.00					Shelter (Mortgage)	Nationwide Advantage
	SP8913		28-Jul-15	11-Aug-15		\$50.10					Utilities (Water)	Newton Waterworks
	SP8913		28-Jul-15	11-Aug-15		\$138.23					Utilities (Electric)	Alliant Energy
	SP8913		28-Jul-15	11-Aug-15		\$27.24					Utilities (Gas)	Black Hills Energy

Last years expenditures \$2,087.92
 Mileage for Veterans Admin \$1,032.50
 Assistance \$39.14
 Pending Vouchers \$3,627.29
 Grant \$0.00
 Total \$6,786.85

WHO	Code	Total \$	INV Date	DATE	ACCRUED	DRIVERS	ADMIN	ASSIST	VOUCHER	GRANT	WHAT	Who Paid
Shred-it USA LLC			27-Aug-15	22-Sep-15	Operational Expenses		\$38.77				August Shredding Services	

WHO	Code	Total \$	INV Date	DATE	ACCRUED	DRIVERS	ADMIN	ASSIST	VOUCHER	GRANT	WHAT	Who Paid
Elaine Bonnett			9-Sep-15	22-Sep-15	Driver Expenses						63 miles	Jasper County Ride
Richard Bullock			9-Sep-15	22-Sep-15		\$36.23					191.4 miles	Jasper County Ride
Cecil Cumpion			9-Sep-15	22-Sep-15		\$110.06					55 miles	Jasper County Ride
Mary Helms			9-Sep-15	22-Sep-15		\$31.63					62.1 miles	Jasper County Ride
Dwain Holmes			9-Sep-15	22-Sep-15		\$35.71					96 miles	Jasper County Ride
Bruce Maach			9-Sep-15	22-Sep-15		\$55.20					98 miles	Jasper County Ride
Larry Pauley			9-Sep-15	22-Sep-15		\$56.35					92 miles	Jasper County Ride
Joe Rogers			9-Sep-15	22-Sep-15		\$52.90					69 miles	Jasper County Ride
Ron Wickman			9-Sep-15	22-Sep-15		\$39.68					291 miles	Jasper County Ride

Code	Total \$	Assistance	Utilities (Water)	City of Colfax
RJ0912	\$856.94		\$165.11	Mid American Energy
			\$457.83	Fareway Food
			\$194.00	Fareway Food
			\$40.00	Fareway Food
WS0222	\$421.00		\$200.00	Fareway Food
			\$64.00	Fareway Food
			\$157.00	Fareway Food
LR2486	\$1,000.00		\$1,000.00	Rick Seaker

Month	Last years expenditures	Mileage for Veterans	Admin	Assistance	Pending Vouchers	Grant	Total
September	\$0.00	\$585.09	\$38.77	\$1,622.94	\$655.00	0	\$2,901.80

Allocation Name	July	August	September	Quarter	YTD	Allocated	Remaining	% Remaining
Accrual FY2015 - 2016	\$2,087.92	\$0.00	\$0.00	\$2,087.92	2087.92	\$0.00	-\$2,087.92	#DIV/0!
Mileage for Veterans	\$1,032.50	\$736.96	\$585.09	\$2,354.55	2354.55	\$10,000.00	\$7,645.45	76.45%
Admin	\$39.14	\$580.89	\$38.77	\$658.80	658.8	\$14,100.00	\$13,441.20	95.33%
County Assistance	\$3,627.29	\$4,642.63	\$1,622.94	\$9,892.86	\$9,892.86	\$35,000.00	\$25,107.14	71.73%
Pending Vouchers	\$0.00	\$50.00	\$655.00	\$705.00	\$705.00	\$0.00	-\$705.00	#DIV/0!
Grant	\$0.00	\$0.00	\$0.00	\$0.00	0	\$10,000.00	\$10,000.00	100.00%
Total	\$6,786.85	\$6,010.48	\$2,901.80	\$15,699.13	\$15,699.13	\$69,100.00	\$53,400.87	77.28%
% used	9.82%	8.70%	4.20%	22.72%	22.72%			

	July	August	September	Quarter	YTD	Allocated	Remaining	% Remaining
Wages	\$7,886.96	\$5,398.40	\$4,078.40	\$17,363.76	\$17,363.76	\$48,290.00	\$30,926.24	64.04%
Wages- Commission	\$250.00	\$0.00	\$300.00	\$550.00	\$550.00	\$3,000.00	\$2,450.00	81.67%
-County Portion	\$606.91	\$397.39	\$307.90	\$1,312.20	\$1,312.20	\$8,951.00	\$7,638.80	85.34%
IPERS-County Portion	\$695.38	\$482.08	\$364.21	\$1,541.67	\$1,541.67	\$10,448.00	\$8,906.33	85.24%
Employee Insurance	\$1,416.48	\$1,416.48	\$1,416.48	\$4,249.44	\$4,249.44	\$39,899.00	\$35,649.56	89.35%

\$25,017.07 \$25,017.07 \$110,588.00 \$85,570.93 77.38%

Allocation Name	July		August		September		1st Quarter		2nd Quarter		Month	Used	% Used	Remaining	% Remaining
	Actual FY 2012														
Mileage for Veterans	\$2,087.92	\$0.00	\$0.00	\$2,087.92							July	\$6,786.85	9.82%	\$62,313.15	90.18%
Admin	\$1,032.50	\$736.96	\$585.09	\$2,354.55							August	\$6,010.48	8.70%	\$56,302.67	81.48%
County Assistance	\$39.14	\$580.89	\$38.77	\$658.80							September	\$2,901.80	4.20%	\$53,400.87	77.28%
Pending Vouchers	\$3,622.29	\$4,642.63	\$1,622.94	\$9,892.86							October	\$0.00	0.00%	\$53,400.87	77.28%
Grant	\$0.00	\$0.00	\$0.00	\$0.00							November	\$0.00	0.00%	\$53,400.87	77.28%
Total	\$6,786.85	\$6,010.48	\$2,901.80	\$15,699.13							December	\$0.00	0.00%	\$53,400.87	77.28%
% used	9.82%	8.70%	4.20%	22.72%							January	\$0.00	0.00%	\$53,400.87	77.28%

Allocation Name	January		February		March		3rd Quarter		4th Quarter		Month	Used	% Used	Remaining	% Remaining
	Actual FY 2012														
Mileage for Veterans	\$0.00	\$0.00	\$0.00	\$0.00							February	\$0.00	0.00%	\$53,400.87	77.28%
Admin	\$0.00	\$0.00	\$0.00	\$0.00							March	\$0.00	0.00%	\$53,400.87	77.28%
County Assistance	\$0.00	\$0.00	\$0.00	\$0.00							April	\$0.00	0.00%	\$53,400.87	77.28%
Pending Vouchers	\$0.00	\$0.00	\$0.00	\$0.00							May	\$0.00	0.00%	\$53,400.87	77.28%
Grant	\$0.00	\$0.00	\$0.00	\$0.00							June	\$0.00	0.00%	\$53,400.87	77.28%
Total	\$0.00	\$0.00	\$0.00	\$0.00							YTD	\$15,699.13	22.72%	\$53,400.87	77.28%
% used															

Allocation Name	July		August		September		October		November		December		January		February		March		April		May		June		Used	% Used	Remaining	% Remaining
	Actual FY 2012																											
Wages-Direct Head	\$7,886.96	\$5,398.40	\$4,078.40	\$0.00	\$3,371.30																			\$20,735.06	42.94%	\$27,554.94	57.06%	
Wages-Commission	\$250.00	\$0.00	\$300.00	\$0.00	\$150.00																			\$700.00	23.33%	\$2,300.00	76.67%	
County Portion	\$606.91	\$397.99	\$307.90	\$0.00	\$258.00																			\$1,570.20	17.54%	\$7,380.80	82.46%	
IPERS-County Portion	\$695.38	\$482.08	\$364.21	\$0.00	\$292.30																			\$1,833.97	17.55%	\$8,614.03	82.45%	
Employee Insurance	\$1,416.48	\$1,416.48	\$1,416.48	\$0.00	\$1,137.26																			\$5,386.70	13.50%	\$34,512.30	86.50%	
Total Allocation	\$11,971.63	\$8,694.86	\$6,454.99	\$0.00	\$5,644.86																			\$30,225.93	27.33%	\$80,362.07	72.67%	

Total Expended \$45,975.06 25.56%
 Total Remaining \$133,762.94 74.44%
 Vouchers \$1,126.25
 Actual Remaining \$134,889.19

YTD

October 13, 2015

Tuesday, October 13, 2015, the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Stevenson, Carpenter & Brock present; Chairman Carpenter presiding.

Motion by Stevenson, seconded by Brock to amend the agenda, for a JEDCO update by Chaz Allen.

YEA: BROCK, STEVENSON, CARPENTER

Chaz Allen, JEDCO Director, updated the Board as to new development and grants which have been awarded to various entities within the County.

PPME Local 2003- Mark Mann was not available. This will be discussed at a later date.

Motion by Stevenson, seconded by Brock to approve use of the Courthouse for the 4-H Festival of Trees from 11/23/2015 thru 12/28/2015.

YEA: STEVENSON, CARPENTER, BROCK

John Halferty, Sheriff, presented his quarterly report ending 9/30/15.

Motion by Stevenson, seconded by Brock to approve Sheriff's quarterly report ending 9/30/15.

YEA: BROCK, STEVENSON, CARPENTER

Dennis Simon, Human Resources, and Bob Meller of Meller Insurance & Consulting presented the proposed 2016 health, dental, vision and life insurance rates.

Motion by Stevenson, seconded by Brock, to approve the Health, Dental & Vision insurance rates as proposed.

YEA: STEVENSON, BROCK, CARPENTER

Bob Meller explained changes that could be made to the Term Life Insurance which the County currently has for employees. The item did failed due to lack of a motion & second.

Meller & Simon presented the Cafeteria Plan Election Forms for 1/1/2016 thru 12/31/2016.

Motion by Brock, second by Stevenson, to approve the 2016 Cafeteria Plan Election Forms.

YEA: BROCK, CARPENTER, STEVENSON

Motion by Stevenson, second by Brock, to approve the Elected Officials Cafeteria Plan Election Form for 1/1/2016 thru 12/31/2016.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Brock, seconded by Stevenson to approve the Board of Supervisors minutes for 10/6/2015.

YEA: CARPENTER, STEVENSON, BROCK

Chris Bauer, Civil Engineer/Project Manager for Shive-Hattery updated the Board on the Care Facility demolition and asbestos removal. Bauer will submit an Amendment to the Agreement for asbestos removal. Bauer will also submit: Approval of Shive-Hattery's Professional Services Agreement to review and design an accessible sidewalk for the west side of the Courthouse. The agreements will be given to the County Attorney for review.

There were no Board Appointments.

Motion by Brock, seconded by Carpenter to adjourn the Tuesday, October 13, 2015 meeting of the Jasper County Board of Supervisors.

YEA: BROCK, STEVENSON, CARPENTER

Teresa Arrowood, Deputy Auditor

Denny Carpenter, Chairman