



EASTERN IOWA MENTAL HEALTH AND DISABILITY SERVICES REGION

Governing Board of Directors Meeting
Scott County Administration Building Boardroom

July 18, 2016
3:00PM – 5:00 PM

- I. **Roll Call**
- II. **Review Agenda**
- III. **Discussion and Action for Approval of Minutes from 6/20/16 Governing Board Meeting**
- IV. **Discussion and Possible Action on Financial Report**
- V. **Discussion and Possible Action on State MOU**
- VI. **Discussion and Possible Action on Provider Contracts or Rate Sheets**
- VII. **Discussion and Review of Appointments to Regional Advisory Board and Regional Governing Board**
- VIII. **Crisis Services Update**
- IX. **CEO Report**
- X. **Other Items**
- XI. **Public Comment** - Visitors & Citizens (*Public comments will be limited to 3 minutes per individual.*)
- XII. **Adjournment**

Eastern Iowa MH/DS Region
Governing Board of Directors Meeting
Scott County Administrative Center, Room 605
June 20, 2016

The MH/DS Governing Board of Directors meeting was called to order at 3:02PM by Chair Kelly. Earnhardt, Kelly, Smith, Willey, and Hahn, were present. Hilgendorf entered the meeting at 3:07PM and Hamerlinck entered the meeting at 3:15PM. Management Team Present: Lynn Bopes, Mike Johannsen, Lori Elam, Becky Eskildsen and Julie Tischuk. Fiscal Agent: David Farmer Guests: Amy Haldeman, Jill Westhoff, Mary Petersen, Dennis Duke, Shoshannah Guerreo, Cheryl Plank, Christine Gradert, Lisa Bohland, Greg Burnett, Sam Wulfe, Barbara Robinson-Lagarde, Dawn Knutson, Doug Cropper, Ken Croken, Genesis Staff.

Moved by Willey, seconded by Earnhardt to approve the agenda as presented. Ayes- Earnhardt, Kelly, Smith, Willey. Absent: Hamerlinck

Moved by Smith, seconded by Willey for approval of the minutes of the May 16, 2016 Governing Board of Directors Meeting. Ayes- Earnhardt, Kelly, Smith, Willey. Absent: Hamerlinck

David Farmer reviewed the Budget Performance Report and Balance Sheet. The YTD cash balance is \$7,054,061.80. David reported each county paid their bill for the 25% excess fund balance transfer to the Region. David reported that the ICAP insurance was renewed for the next year at the same cost of \$5,612.52. The Region now owns equipment for Crisis Services and would not have the property component coverage as part of this renewal. Discussion was held. Moved by Willey, seconded by Earnhardt for approval of the financial reports. Ayes- Earnhardt, Kelly, Smith, Willey. Absent: Hamerlinck

David Farmer gave an update on the FY 15 Audit. David reviewed the FY15 Annual Financial Report that Baker Tilly completed. Discussion was held. Moved by Willey and seconded by Smith to approve the FY 15 audit and authorize the CEO and Fiscal Agent to sign the management representation letter on behalf of the Governing Board. Ayes- Earnhardt, Hamerlinck, Kelly, Smith, Willey.

Mike Johannsen presented the FY17 Provider Contracts and or rate sheets for the Governing Board to review. Discussion was held. Moved by Earnhardt, seconded by Willey to approve the provider contracts or rate sheets as presented. Ayes- Earnhardt, Hamerlinck, Kelly, Smith, Willey. The following contracts or rate sheets were approved: Genesis Medical Center, Handicapped Development Center, Lincoln Prairie Behavioral Health Center, Vera French Community Mental Health Center, Cedar Employment Opportunities, Hillcrest Family Services – Maquoketa Office, Optima Life Services, Senior Resources of Muscatine, Bridgeview CMHC, Cornerstone Wellness Center, Mediapolis Care Facility, Inc., Mercy Medical Center- Clinton, Pathway Living Center, Skyline Center Inc., Wagner Pharmacy, Consumer Designed Services, and Crossroads, Inc.

Julie Tischuk updated the Governing Board on HIPAA. Julie reviewed an outline of what needs to be completed by September 2016 and discussed training for the Governing Board on policies and procedures.

Mike Johannsen presented strategic planning information to the Governing Board that included: the cost per session, plan for two work sessions, and obtaining dates to meet from the Director of the

Institute of Public Affairs. Discussion was held. Moved by Willey, seconded by Smith to approve two strategic planning sessions with Jeff Schott from the Institute of Public Affairs. Ayes: Earnhardt, Hamerlinck, Kelly, Smith, Willey.

Mary Petersen and Jill Westhoff, from Robert Young Center, gave updates on Crisis Services. Mary reviewed the Region Metrics for the 24/7 Crisis telephone line and the number of crisis evaluations that were conducted for the month of May. Mary discussed Mobile Crisis services for Cedar Co. that are close to being implemented and starting. All of the MOUs have been signed for TelePsych. The hospitals are in the process of credentialing the staff to perform the TelePsych services and will go live when that is complete. The Care Coordinators are being determined/hired for each ED and surrounding community. Mary shared information regarding a pilot project that RYC is starting that will allow the Region to access adult psychiatric beds in Illinois. Jill reviewed the financial report detailing expenses for each month and the Year to Date totals. Discussion was held.

Mike Johannsen presented the CEO report. Discussion was held. Moved by Willey, seconded by Smith to place the CEO Report on file. Ayes: Earnhardt, Hamerlinck, Kelly, Smith, Willey.

Mary Petersen, Robert Young Center, presented to the Governing Board a First Amendment to Regional Mental Health Crisis Services Agreement. Due to employment-related expenses being under budget due to the timing of hiring and other start-up steps, Robert Young Center agrees to postpone the 3rd and 4th quarterly payments for Crisis Services. Robert Young Center will monitor these expenses and will give advance notice for funds needed and what the amount needed will be. Discussion was held. Moved by Earnhardt, seconded by Smith to agree to and sign the First Amendment to Regional Mental Health Crisis Services Agreement. Ayes: Earnhardt, Hamerlinck, Kelly, Smith, Willey.

Doug Cropper, President and CEO of Genesis Health System, gave a presentation to the Governing Board regarding Genesis Behavioral Health Expansion project.

Dawn Smith, Governing Board Member, gave an update on her recent trip to Colorado for a tour of Strategic Behavioral Health at Peak View.

Other Items: Carol Earnhardt noted a recent Genesis advertisement that didn't mention that the crisis number listed was Eastern Iowa MH/DS' crisis number. Genesis stated they will correct that error if they run the advertisement in the future. Jack Willey would like to streamline the agenda and attachments. Suggestions were discussed on how to do that.

Public Comment: Cheryl Plank, Vera French CMHC, asked how to request public documents. The Governing Board recommended that she get in touch with the CEO, Mike Johannsen, to request that information. Dawn Knutson, Scott County Kids, shared information about her program, observations about needs in the Region for kids and tips such as texting and chatting features for the crisis line.

Meeting adjourned at 5:02PM. The next meeting will be July 18, 2016 at 3:00PM at the Scott County Administration Building, First Floor Boardroom.



Carol Earnhardt, Secretary
Eastern Iowa MH/DS Region

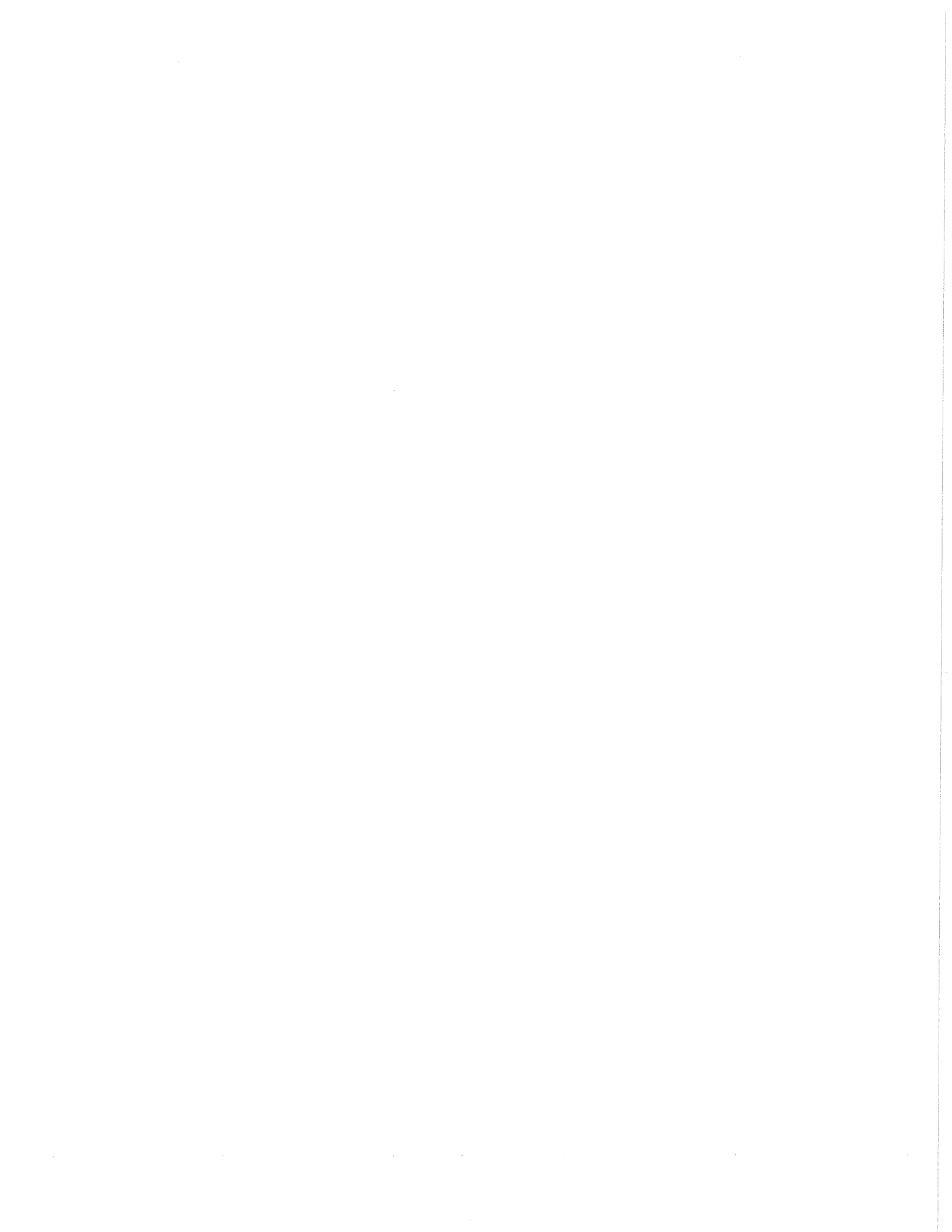


Balance Sheet

Through 06/30/16
Detail Listing

Include Rollup Account/Rollup to Base Account

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category	Fiduciary Funds				
Fund Type	Agency Funds				
Fund	371 - Eastern Iowa Mental Health Regi				
	ASSETS				
	Cash & Investments				
11001	Cash	9,175,809.91	2,689,808.91	6,486,001.00	241.13
11001.00	Cash Default	\$9,175,809.91	\$2,689,808.91	\$6,486,001.00	241.13%
	11001 - Cash Totals	\$9,175,809.91	\$2,689,808.91	\$6,486,001.00	241.13%
	Cash & Investments Totals	\$9,175,809.91	\$2,689,808.91	\$6,486,001.00	241.13%
	ASSETS TOTALS	\$9,175,809.91	\$2,689,808.91	\$6,486,001.00	241.13%
	LIABILITIES AND FUND EQUITY				
	LIABILITIES				
	Accounts Payable				
21001	Accounts Payable	(5,137.39)	38,892.86	(44,030.25)	(113.21)
21001.00	Accounts Payable Default	(\$5,137.39)	\$38,892.86	(\$44,030.25)	(113.21%)
	Accounts Payable Totals	(\$5,137.39)	\$38,892.86	(\$44,030.25)	(113.21%)
	LIABILITIES TOTALS	(\$5,137.39)	\$38,892.86	(\$44,030.25)	(113.21%)
	FUND EQUITY				
	Fund Balance				
35000	Unassigned	2,650,916.05	2,650,916.05	.00	.00
	Fund Balance Totals	\$2,650,916.05	\$2,650,916.05	\$0.00	0.00%
	FUND EQUITY TOTALS Prior to Current Year Changes	\$2,650,916.05	\$2,650,916.05	\$0.00	0.00%
	Prior Year Fund Equity Adjustment	.00			
	Fund Revenues	(8,241,693.00)			
	Fund Expenses	1,711,661.75			
	FUND EQUITY TOTALS	\$9,180,947.30	\$2,650,916.05	\$6,530,031.25	246.33%
	LIABILITIES AND FUND EQUITY TOTALS	\$9,175,809.91	\$2,689,808.91	\$6,486,001.00	241.13%
	Fund 371 - Eastern Iowa Mental Health Regi Totals	\$0.00	\$0.00	\$0.00	+++
	Agency Funds Totals	\$0.00	\$0.00	\$0.00	+++
	Fiduciary Funds Totals	\$0.00	\$0.00	\$0.00	+++
	Grand Totals	\$0.00	\$0.00	\$0.00	+++

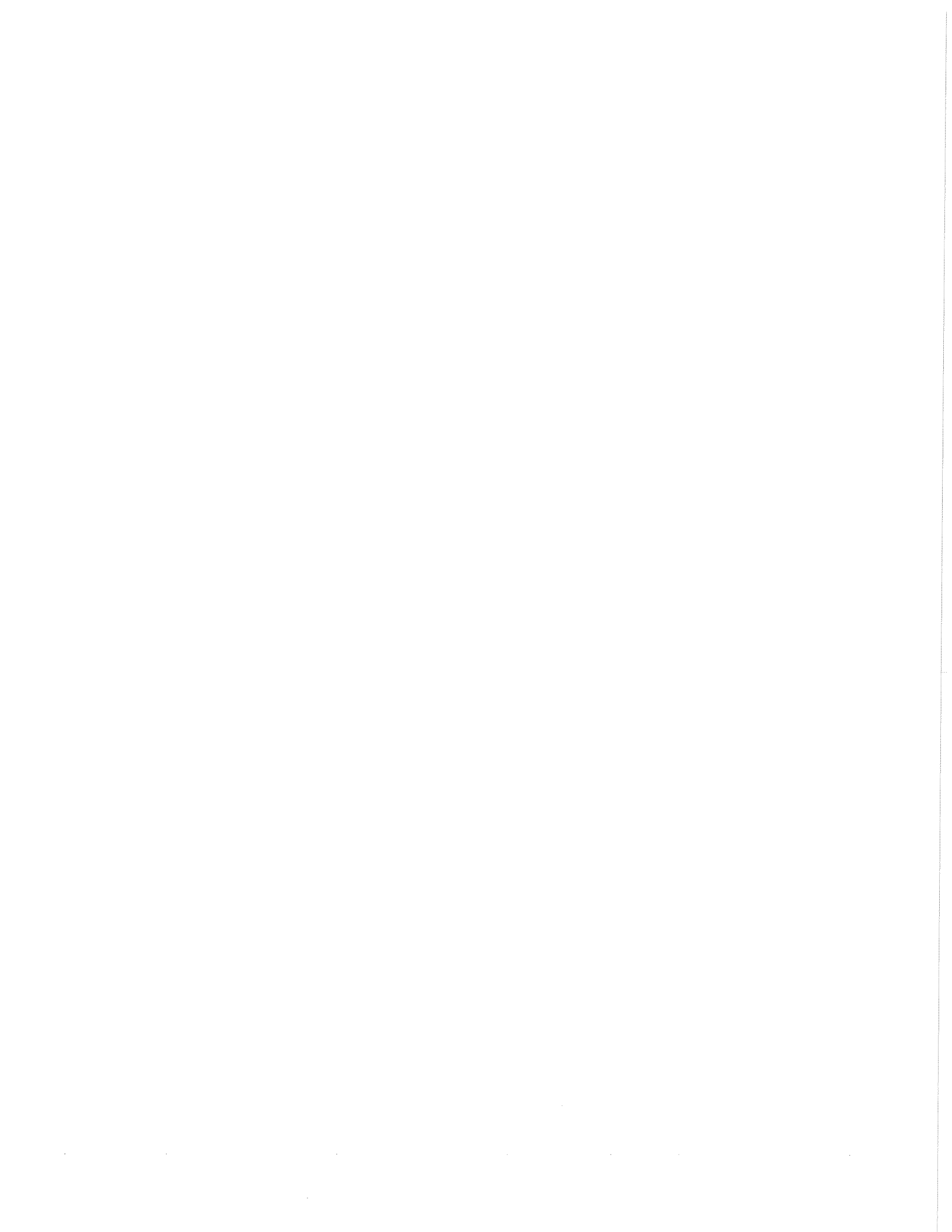




Budget Performance Report

Fiscal Year to Date 06/30/16
Include Rollup Account and Rollup to Base Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% used/ Rec'd	Prior Year Total
Fund 371 - Eastern Iowa Mental Health Regi										
	REVENUE									
	<i>Intergovernmental</i>									
43604	MH-DD Property Services Equalization	.00	.00	.00	.00	.00	.00	.00	+++	4,817,623.00
43819	Contribution From Member County	5,733,635.00	.00	5,733,635.00	.00	.00	8,241,693.00	(2,508,058.00)	144	2,697,555.47
	<i>Intergovernmental Totals</i>	\$5,733,635.00	\$0.00	\$5,733,635.00	\$0.00	\$0.00	\$8,241,693.00	(\$2,508,058.00)	144%	\$7,515,178.47
	<i>Use of Money & Property</i>									
47010	Interest on Investments	.00	.00	.00	.00	.00	.00	.00	+++	1,758.00
	<i>Use of Money & Property Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,758.00
	REVENUE TOTALS	\$5,733,635.00	\$0.00	\$5,733,635.00	\$0.00	\$0.00	\$8,241,693.00	(\$2,508,058.00)	144%	\$7,516,936.47
	EXPENSE									
	<i>Purchase Services & Expenses</i>									
64015	Public Notices	2,000.00	.00	2,000.00	526.70	.00	1,051.60	948.40	53	502.33
64037	Professional Services	48,000.00	.00	48,000.00	.00	.00	100,210.15	(52,210.15)	209	47,895.09
64039	Service Contracts	.00	.00	.00	.00	.00	1,200,000.00	(1,200,000.00)	+++	.00
64120	Crisis Services	1,932,331.00	.00	1,932,331.00	.00	.00	410,400.00	1,521,931.00	21	.00
64169	Contribution to Counties	.00	.00	.00	.00	.00	.00	.00	+++	4,817,623.00
	<i>Purchase Services & Expenses Totals</i>	\$1,982,331.00	\$0.00	\$1,982,331.00	\$526.70	\$0.00	\$1,711,661.75	\$270,669.25	86%	\$4,866,020.42
	EXPENSE TOTALS	\$1,982,331.00	\$0.00	\$1,982,331.00	\$526.70	\$0.00	\$1,711,661.75	\$270,669.25	86%	\$4,866,020.42
Fund 371 - Eastern Iowa Mental Health Regi										
	REVENUE TOTALS	5,733,635.00	.00	5,733,635.00	.00	.00	8,241,693.00	(2,508,058.00)	144	7,516,936.47
	EXPENSE TOTALS	1,982,331.00	.00	1,982,331.00	526.70	.00	1,711,661.75	270,669.25	86	4,866,020.42
Fund 371 - Eastern Iowa Mental Health Regi										
	Grand Totals	\$3,751,304.00	\$0.00	\$3,751,304.00	(\$526.70)	\$0.00	\$6,530,031.25	(\$2,778,727.25)		\$2,650,916.05
	REVENUE TOTALS	5,733,635.00	.00	5,733,635.00	.00	.00	8,241,693.00	(2,508,058.00)	144	7,516,936.47
	EXPENSE TOTALS	1,982,331.00	.00	1,982,331.00	526.70	.00	1,711,661.75	270,669.25	86	4,866,020.42
	Grand Totals	\$3,751,304.00	\$0.00	\$3,751,304.00	(\$526.70)	\$0.00	\$6,530,031.25	(\$2,778,727.25)		\$2,650,916.05



**IOWA DEPARTMENT OF HUMAN SERVICES
MEMORANDUM OF UNDERSTANDING**

1 IDENTITY OF PARTIES

- A. The State of Iowa, Department of Human Services (referred to in this document as the "Department"). The Department's address is: **Hoover State Office Bldg, 1305 E. Walnut Street, Des Moines, IA 50319.**
- B. **Eastern Iowa Mental Health-Disability Services Region**, (referred to in this document as "Eastern Iowa MHDS Region"). The address is: **315 Iowa Ave., Suite A, Muscatine, IA 52761.**

2 DURATION

The term of this MOU shall be July 1, 2016 through June 30, 2017, unless terminated earlier.

3 PURPOSE

The purpose of this MOU is to distribute funds to Eastern Iowa Mental-Health Disability Services Region as described in 2016 Iowa Acts, House File (HF) 2460, Division XVIII, Mental Health and Disability Services Regions – Funding, Section 88 (1). The purpose is for a grant to a five county mental health and disability services region with a population of between 290,000 to 300,000 as determined by the latest federal decennial census, for the provision of mental health and disability services within the region.

4 AUTHORITIES

DHS and Eastern Iowa Mental Health-Disability Services Region are authorized to participate in this Agreement under the following authorities:

in 2016 Iowa Acts, House File (HF) 2460, Division XVIII, Mental Health and Disability Services Regions – Funding, Section 88 (1).

1. There is appropriated from the general fund of the state to the department of human services for the fiscal year beginning July 1, 2016, and ending June 30, 2017, the following amount, or so much thereof as is necessary, to be used for the purpose designated:

For a grant to a five county mental health and disability services region with a population of between 290,000 to 300,000 as determined by the latest federal decennial census, for the provision of mental health and disability services within the region:

.....\$500,000

The moneys appropriated in this subsection are contingent upon the continuation of sustainable service funding relationships between all counties in the region for the fiscal year beginning July 1, 2016, and ending June 30, 2017. The department and the region shall enter into a memorandum of understanding regarding the use of the moneys by the region prior to the region's receipt of moneys under this subsection.

5 RESPONSIBILITIES OF DEPARTMENT OF HUMAN SERVICES

- A. The department shall distribute moneys appropriated in 2016 Iowa Acts, House File (HF) 2460, Division XVIII, Mental Health and Disability Services Regions – Funding, Section 88 within 60 days of the date of signing of the memorandum of understanding between the department and region.
- B. The department will review all written reports from the Eastern Iowa MHDS Region within 14 days of receiving each report.

6 RESPONSIBILITIES OF EASTERN IOWA MENTAL HEALTH-DISABILITY SERVICES REGION

- A. Eastern Iowa MHDS Region shall continue sustainable service funding relationships between all counties in the region for the fiscal year beginning July 1, 2016, and ending June 30, 2017.
- B. Eastern Iowa MHDS Region Governance Board will submit a report to DHS no less than once per quarter (July 1-Sept. 30, 2016; Oct. 1 – Dec. 31, 2016; Jan. 1 – Mar. 31, 2017; April 1 – June 30, 2017). The quarterly reports will be submitted within the last business week of each quarter and provide sufficient information to confirm a sustainable funding relationship between all counties of the region is being maintained.
- C. Funding provided will be used to fund services identified in the FY2017 approved Eastern Iowa MHDS Region's Annual Service and Budget Plan.

7 COLLABORATION OUTCOMES -- NOT APPLICABLE

The parties agree to the following:

8 ACCOUNTABILITY

By signing this MOU, the parties agree to achieving the outcomes listed above. Together, the parties will regularly evaluate the achievement of the MOU outcomes.

9 COMPENSATION

There is \$500,000 compensation to the Eastern Iowa MHDS Region under this MOU.

- 10 TERMINATION UPON NOTICE.** Either party may terminate this MOU upon 30 days' written notice. Due to the authorities language in Section 4 of this MOU, there may be a recoupment of funds.

11 ADMINISTRATION

Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be addressed to each party as set forth as follows:

If to the Department:

Julie Jetter
Iowa Dept. of Human Services
Hoover State Office Bldg., 5th Floor
1305 E. Walnut St.
Des Moines, IA 50319
e-mail: jjetter@dhs.state.ia.us
phone: 515-669-8001

If to the Eastern Iowa MHDS Region:

Mike Johannsen
315 Iowa Ave, Suite A
Muscatine, IA 52761
e-mail: mjohannsen@co.muscatine.ia.us
phone: 563-263- 7512

Amendments. This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOU must be fully executed by both parties.

Confidentiality. Information of the parties that identifies clients and services is confidential in nature. The parties and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the MOU. No party shall use confidential information for any purpose other than carrying out the purpose under this MOU. Each party shall establish and enforce policies and procedures for safeguarding the confidentiality of such data.

Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Eastern Iowa MHDS Region shall be liable to the Department of Human Services for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Eastern Iowa MHDS Region as well as any subcontractors.

MOU NO.

MHDS-17-008

12 EXECUTION. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above the parties have entered into this MOU and have caused their duly authorized representatives to execute this MOU.

EASTERN IOWA MENTAL HEALTH-DISABILITY SERVICES REGION

By: _____ Date: _____

Name: _____

Title: _____

Federal Tax Identification Number: _____

The State of Iowa, Department of Human Services

By: _____ Date: _____

Name: Charles Palmer

Title: **Director, Iowa Dept. of Human Services**

Eastern Iowa Mental Health and Disability Services Region Provider and Program Participation Agreement

THIS AGREEMENT (the "Agreement"), entered into this 1st day of September, 2016, is by and between the Eastern Iowa Mental Health and Disability Services Region and Lincoln Prairie Behavioral Health Center ("Provider").

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

The Eastern Iowa Mental Health and Disability Services Region, hereafter referred to as the "Region", is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer and the Coordinators of Disability Services within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with the Provider to purchase Covered Services for the benefit of the Region's Individuals.

The Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health; intellectual disability; and/or developmental disability services; and is interested in contracting with the Region to provide Covered Services for the benefit of Region's Individuals.

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

SECTION 1 Definitions

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

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Copayment: The amounts which may be charged to the Individual at the time services are rendered.

Coordinator of Disability Services: Designated county staff, formally known as Central Point of Coordination (CPCs) or Community Services Directors as defined in Iowa Code 331.390.3.b.

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

HIPAA: Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and all related regulations.

Individual Authorization: An individual authorization is a standard form, signed by an Individual, to allow disclosure of their personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The Individual may revoke the authorization at any time.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

Region: The inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Cedar; Clinton; Jackson; Muscatine; Scott.

The Eastern Iowa Mental Health and Disability Services Region Individual: Hereafter referred to as "Individual" is a person who is eligible and authorized to receive funding as defined in the Region Management Plan as approved by the Director of Human Services.

Region Management Plan: The Region's plan developed pursuant to Iowa Code Section 331.393, for providing an array of cost-effective individualized services and supports which assist Individuals to be as independent, productive and integrated into the community as possible within the constraints of the services fund.

SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Individual who is authorized by the Coordinator of Disability Services to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Region Management Plan. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with federal, state and local laws and regulations and the Region Management Plan, and (b) protects the confidentiality of the Individual's medical records and Protected Health Information.

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

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

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

SECTION 3

Claims Submission and Payment

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

Section 3.2 Claims Payment. The Region will pay claims in accordance with the Region Management Plan.

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any Individuals based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other Individual receiving services from the Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance.

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

SECTION 7

Term and Termination

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

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

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

Section 7.4 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement immediately by giving written notice to the Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider; or (d) the Provider's material breach of any of the terms or obligations of this Agreement.

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

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

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

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

Scott County Community Services
600 W. 4th St.
Davenport, Iowa 52801
Attention: Lori A. Elam, Director

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

Lincoln Prairie Behavioral Health Center
5230 S. Sixth Street Road
Springfield, IL 62703
Attention: Chris Statz, CFO

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, the Region may amend this Agreement upon sixty (60) days advance notice to the Provider and if Provider does not provide written objection to the Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term,

provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.	
Eastern Iowa Mental Health and Disability Services Region	Provider: Lincoln Prairie Behavioral Health Center
By:	By: <i>Chris Statz</i>
Print Name:	Print Name: Chris Statz
Print Title:	Print Title: CFO
Date:	Date: 7/12/16

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

Service Description	Unit of Service	Rate
IP Per Diem Exclusive of Physician Fees	Per Diem	\$1,025.00

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

Eastern Iowa Mental Health and Disability Services Region:	
By:	
Print Name:	
Print Title:	
Date:	

PROVIDER:	
By:	
Print Name:	Chris Statz
Print Title:	CFO
Date:	

* Contract Signed 1/14/16

**EASTERN IOWA MH/DS REGION
INCOME STATEMENT**

JANUARY 31, 2016 *

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	0	6,875	(100.0%)	0	6,875	(100.0%)
Salaries & Benefits	0	80,937	(100.0%)	0	80,937	(100.0%)
Information Technology	0	8,542	(100.0%)	0	8,542	(100.0%)
Telehealth Equipment	0	2,667	(100.0%)	0	2,667	(100.0%)
Other (Supplies, Mileage, etc.)	0	5,525	(100.0%)	0	5,525	(100.0%)
Data Tracking (5 Counties)	0	6,250	(100.0%)	0	6,250	(100.0%)
Contingency	0	5,208	(100.0%)	0	5,208	(100.0%)
Management Fee	16,667	16,667	0.0%	16,667	16,667	0.0%
Total Expenses	16,667	132,670	87.4%	16,667	132,670	87.4%

FEBRUARY 29, 2016

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	0	13,750	(100.0%)	0	20,625	(100.0%)
Salaries & Benefits	13,608	161,874	(91.6%)	13,608	242,811	(94.4%)
Information Technology	0	17,083	(100.0%)	0	25,625	(100.0%)
Telehealth Equipment	0	5,333	(100.0%)	0	8,000	(100.0%)
Other (Supplies, Mileage, etc.)	0	11,050	(100.0%)	0	16,575	(100.0%)
Data Tracking (5 Counties)	0	12,500	(100.0%)	0	18,750	(100.0%)
Contingency	0	10,417	(100.0%)	0	15,625	(100.0%)
Management Fee	33,333	33,333	0.0%	50,000	50,000	0.0%
Total Expenses	46,941	265,341	82.3%	63,608	398,011	84.0%

MARCH 31, 2016

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	5,281	13,750	(61.6%)	5,281	34,375	(84.6%)
Salaries & Benefits	6,592	161,874	(95.9%)	20,200	404,685	(95.0%)
Information Technology	0	17,083	(100.0%)	0	42,708	(100.0%)
Telehealth Equipment	1,023	5,333	(80.8%)	1,023	13,333	(92.3%)
Other (Supplies, Mileage, etc.)	227	11,050	(97.9%)	227	27,625	(99.2%)
Data Tracking (5 Counties)	0	12,500	(100.0%)	0	31,250	(100.0%)
Contingency	0	10,417	(100.0%)	0	26,042	(100.0%)
Management Fee	33,333	33,333	0.0%	83,333	83,333	0.0%
Total Expenses	46,455	265,341	82.5%	110,063	663,351	83.4%

APRIL 30, 2016

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	5,281	13,750	(61.6%)	10,562	48,125	(78.1%)
Salaries & Benefits	8,651	161,874	(94.7%)	28,851	566,559	(94.9%)
Information Technology	0	17,083	(100.0%)	0	59,792	(100.0%)
Telehealth Equipment	0	5,333	(100.0%)	1,023	18,667	(94.5%)
Other (Supplies, Mileage, etc.)	492	11,050	(95.6%)	718	38,675	(98.1%)
Data Tracking (5 Counties)	0	12,500	(100.0%)	0	43,750	(100.0%)
Contingency	0	10,417	(100.0%)	0	36,458	(100.0%)
Management Fee	33,333	33,333	0.0%	116,667	116,667	0.0%
Total Expenses	47,757	265,341	82.0%	157,820	928,692	83.0%

MAY 31, 2016

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	5,281	13,750	(61.6%)	15,842	61,875	(74.4%)
Salaries & Benefits	24,519	161,874	(84.9%)	53,370	728,433	(92.7%)
Information Technology	0	17,083	(100.0%)	0	76,875	(100.0%)
Telehealth Equipment	0	5,333	(100.0%)	1,023	24,000	(95.7%)
Other (Supplies, Mileage, etc.)	625	11,050	(94.3%)	1,344	49,725	(97.3%)
Data Tracking (5 Counties)	0	12,500	(100.0%)	0	56,250	(100.0%)
Contingency	0	10,417	(100.0%)	0	46,875	(100.0%)
Management Fee	33,333	33,333	0.0%	150,000	150,000	0.0%
Total Expenses	63,759	265,341	76.0%	221,579	1,194,033	81.4%

* Contract Signed 1/14/16

**EASTERN IOWA MH/DS REGION
INCOME STATEMENT**

JUNE 30, 2016

	Current Month			Year-To-Date		
	Actual	Budget	Variance %	Actual	Budget	Variance %
Crisis Response (Phone/Mobile)	5,281	13,750	(61.6%)	21,123	75,625	(72.1%)
Salaries & Benefits	40,869	161,874	(74.8%)	94,239	890,307	(89.4%)
Information Technology	0	17,083	(100.0%)	0	93,958	(100.0%)
Telehealth Equipment	0	5,333	(100.0%)	1,023	29,333	(96.5%)
Other (Supplies, Mileage, etc.)	2,620	11,050	(76.3%)	3,964	60,775	(93.5%)
Data Tracking (5 Counties)	0	12,500	(100.0%)	0	68,750	(100.0%)
Contingency	0	10,417	(100.0%)	0	57,292	(100.0%)
Management Fee	33,333	33,333	0.0%	183,333	183,333	0.0%
Total Expenses	82,103	265,341	69.1%	303,682	1,459,373	79.2%

CEO REPORT July 18, 2016



The management team has worked in the following areas the past month:

- Peer Support
- HIPAA
- Children's MH System Planning
- Legislation
- Strategic Planning Coordination
- Contracts
- Regional Consistency Training
- Training Crisis Intervention Training (CIT) and Vocational
- Crisis Services
- Mental Health Court-Scott County Pilot
- Planning/Coordination Tour RYC by DHS MH/DS Division Director August 5th
- State MOD

If any board member has questions the management team will be available for discussion.

Regional CEO

Michael V. Johannsen

