Del. Co., Iowa.

DELAWARE COUNTY IOWA
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DEEDS/REAL ESTATE
DELAWARE COUNTY, IOWA
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ELECTRONIC TRANSACTIONS CLEARINGHOUSE 28E AGREEMENT

WHEREAS, Iowa counties are required to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the standard transaction regulations which require that health plans use standard formats and codes when conducting common health care transactions electronically; and

WHEREAS, certain Iowa counties desire to cooperate for the purpose of creating an Electronic Transactions Clearinghouse in order to comply with the HIPAA standard transaction regulations and to undertake similar services that would be more efficient and economical if provided jointly rather than individually; and

WHEREAS, an Electronic Transactions Clearinghouse could potentially have beneficial applications for counties far beyond HIPAA; and

WHEREAS, each county is a public agency within the meaning of Iowa Code Chapter 28E (2003), and the Iowa State Association of Counties (hereinafter "ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (2003);

THEREFORE, ISAC and the undersigned counties enter into this 28E Agreement for the creation of an Electronic Transactions Clearinghouse under the following terms and conditions:

1. CREATION. The undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and ISAC, having adopted this Agreement by vote of its Board of Directors, hereby join together to form and create a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E (2003), known as Electronic Transactions Clearinghouse ("ETC"). This entity shall have the power, privileges, and authority as hereinafter set forth in this Agreement.

2. DURATION. This Agreement shall become effective at such time as the undersigned counties and ISAC execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2003). Copies of the filed and recorded Agreement shall be provided to ISAC and member counties. The operations of ETC shall be perpetual unless ETC is abolished by a two-thirds vote of the ISAC Board of Directors.

3. ORGANIZATION. ETC shall be under the direction and control of the ISAC Board of Directors.

4. POWERS OF THE ISAC BOARD. The ISAC Board of Directors shall have each and all of the following powers regarding ETC:

(a) To provide Iowa counties with a HIPAA clearinghouse so that they can complete HIPAA-mandated electronic data interchange for claims and payment messages.

(b) To work with the Clearinghouse Advisory Committee created in Paragraph 5 below.

(c) To ascertain the HIPAA needs of member counties;

(d) To contract with any public or private entity to provide all necessary services;

(e) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;

(f) To establish a system of accounting and budgeting;

(g) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;

(h) To study, and if appropriate to undertake, the application of the Electronic Transactions Clearinghouse technology to other county uses; and

(i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

5. ADVISORY COMMITTEE. The ISAC Board of Directors shall establish a Clearinghouse Advisory Committee, made up of county officials and employees, to provide input and technical assistance. The Committee shall consist of no more than 10 members.

6. BUDGET. The ISAC Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of ETC for the next fiscal year. The ISAC Board of Directors shall make a copy of the ETC budget available to each member county. The ISAC Board of Directors may amend the ETC budget during the fiscal year. The accounts of ETC shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to each member of the ISAC Board of Directors and the Auditor of the State of Iowa.

7. FUNDING. ETC shall provide the services referred to in this Agreement to each member county. The costs to counties for these services shall be determined as follows: each member county shall pay a one-time $2,500 joining fee. In addition, each member county shall pay an annual fee based on its proportional share of a three-year average of the combined total of all member counties' actual GAAP general fund expenditures and mental health fund expenditures.

8. ADDITIONAL MEMBERSHIP. After June 30, 2004, any Iowa county that is a member of ISAC may become party to this Agreement and gain membership in ETC by adoption of this Agreement, as it may have been amended, by resolution of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2003), with a copy of the filed and recorded Agreement to be provided to ISAC and the new member county. Each new member county shall pay the annual fee for the year of entry, plus an amount to be determined by the ISAC Board of Directors.

9. WITHDRAWAL. Any county, by resolution, may withdraw from ETC by giving written notice to the ISAC Board of Directors no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing county of the obligation to pay its share of the expenses of ETC for the duration of the fiscal year in which the notification of withdrawal occurs. Services of ETC shall continue to be provided to the withdrawing county until the date of withdrawal.

10. AMENDMENTS. This Agreement may be amended by resolution of the ISAC Board of Directors by first adopting such amendment and then submitting it to the individual member counties. A separate explanation of the reasons for the amendment shall be included. Each county desiring to vote upon the amendment shall do so by resolution and return to ISAC a certified copy of the resolution stating the county's vote within thirty (30) days of the date that the county received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. The ISAC Board of Directors may vote upon the amendment and return to ISAC a notarized letter from the ISAC President, stating ISAC Board of Directors' vote within thirty (30) days of the date that the ISAC Board of Directors received a copy of the proposed amendment. If the ISAC Board of Directors does not vote upon the amendment within this time, it shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all ETC members plus ISAC, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2003).

11. NON-LIABILITY. ETC is a public corporation. ISAC and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ETC. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ETC. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of ETC.

12. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that ETC may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ETC may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

13. DISPOSITION OF ASSETS. In the event this Agreement is terminated and ETC is abolished, all property of ETC shall be delivered, assigned and conveyed to the ETC member counties in proportion to their current year's financial contribution, after payment of all just debts, obligations and liabilities of ETC.

14. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY RESOLUTION OR MOTION OF THE BOARD OF SUPERVISORS.

ELECTRONIC TRANSACTIONS CLEARINGHOUSE
28E AGREEMENT

IOWA STATE ASSOCIATION OF COUNTIES

William R. Peterson Date August 25, 2003

William R. Peterson
ISAC Executive Director

STATE OF IOWA)
) ss
COUNTY OF POLK

I, William R. Peterson, being first duly sworn on oath depose and state that I am the executive director of the Iowa State Association of Counties (ISAC), and that I executed the foregoing instrument as executive director of the private, nonprofit corporation and that the statements contained therein are true.

William R. Peterson

William R. Peterson
ISAC Executive Director

Subscribed and sworn to before me this 25 day of August, 2003.

Jerri Noboa

Jerri Noboa
Notary Public in the State of Iowa

JERRI NOBOA
NOTARIAL SEAL
IOWA
121269
COMMISSION EXPIRES
3-1-04

ELECTRONIC TRANSACTIONS CLEARINGHOUSE
28E AGREEMENT

Delaware County, Iowa

William J. Skinner 5-27-03
Signature: William J. Skinner Date

Chairperson: Delaware County Board of Supervisors

(SEAL)

ATTEST:

Sharon McCrabb
County Auditor Sharon McCrabb

STATE OF IOWA)
) ss
COUNTY OF DELAWARE)

On this 27th day of May, 2003, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Skinner and Sharon McCrabb, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Delaware County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said William J. Skinner and Sharon McCrabb as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of Delaware County by it and by them voluntarily executed.

(Seal) Carolyn A. Wilson
Notary Public in and for the State of Iowa

CAROLYN A. WILSON
Commission Number 167742
My Comm. Exp. 12-17-04