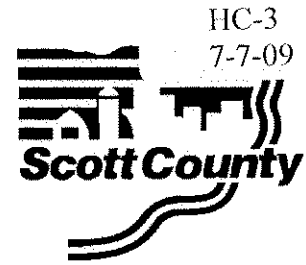


**Community Services Department**  
600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



**(563) 326-8723 Fax (563) 326-8730**

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June 29, 2009

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Renewal of Memorandum of Agreement with Genesis Medical Center

Attached for consideration by the Board is the renewal of the Memorandum of Agreement between Scott County and Genesis Medical Center. This agreement is for a six month period, 7/1/09 to 12/31/09. Scott County will work with Genesis to develop a multi-year contract for future years. The only substantive changes in the agreement are the six month agreement period and the per diem rate.

Per Diem rates are increased by inflationary levels. Per Diem for treatment services after hearing and voluntary after five days will increase from \$352 to \$363 (3%). The rates with Genesis Medical Center have increased each year approximately 3% to 5%. Overall, the rates have not increased significantly compared to other rising health care costs. I have included the rate history for your information.

Rate History at Genesis for Voluntary/Involuntary Psych

FY03- \$283  
FY04- \$292  
FY05- \$300  
FY06- \$311  
FY07- \$321  
FY08- \$335  
FY09- \$352  
FY10- \$363

We will continue to receive an 11% discount for the first five days at Genesis Medical Center. Genesis Medical Center also provides the Crisis Line Services.

Scott County is having discussions with Trinity Hospital to address the need for children's mental health services as Genesis has closed their children's unit. Scott County will participate in stakeholder discussions regarding mental health commitments and the process.

I will be available at the Committee of the Whole meeting to answer any questions. Upon approval by the Board, this Memorandum of Agreement will be offered to Genesis for their approval.



# MEMORANDUM OF AGREEMENT

BETWEEN

GENESIS MEDICAL CENTER-Davenport AND SCOTT COUNTY

This agreement is made and entered into effective July 1, 2009, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and Genesis Health System d/b/a Genesis Medical Center-Davenport (hereinafter referred to as Genesis) a corporation that provides acute care behavioral health services in Scott County.

In that all payments by Scott County for services to persons with mental retardation, developmental disabilities and/or mental illness must be provided through a limited special services fund and under the auspices of an approved management plan, activities provided under this agreement shall be conducted in accordance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services.

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and Genesis agree as follows:

1. Scott County designates Genesis Medical Center as the preferred community based provider of acute care mental health services for persons with legal settlement in Scott County for the period of 7/1/09 to 12/31/09.

2. Genesis will provide psychiatric hospitalization services to persons identified in the Scott County Management Plan and ordered to be detained under Iowa Code Section 229.11 (commonly called immediate custody prior to hearing) or Iowa Code Section 229.22 (commonly called a forty-eight (48) hour hold).

3. In consideration for such services as identified in Item 2, Scott County will provide payment to Genesis for psychiatrically related services upon submission to the Scott County Community Services Department of an itemized billing of services provided.

A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.

B. Payment for covered charges will be made at the rate of Genesis's normal and reasonable charges, less a discount of eleven (11%) percent.

C. In consideration of the discount applied, Scott County will assure that payment of covered charges is made to Genesis within sixty(60)days of receipt of the bill.

4. Genesis will provide acute care psychiatric treatment services in accordance with Iowa Code Section 229.13 (commonly called placement order) and authorized by the Scott County Community Services Department in accordance with the Scott County Management Plan.

5. In consideration for such services as identified in Item 4, Scott County will provide payment to Genesis for psychiatrically related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.

A. Payment will be made at the rate of \$363 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).

B. In consideration for the discounted rate, Scott County will assure that payment of covered charges is made to Genesis within sixty(60)days of receipt of the bill.

6. Genesis will provide psychiatric hospitalization services to persons identified in the Scott County Management Plan and approved for voluntary hospitalization service by Scott County Community Services.

7. In consideration for such services as identified in Item 6, Scott County will provide payment to Genesis for psychiatrically related services upon submission of an itemized billing of services provided.

A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered psychiatric charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.

B. Payment for covered charges incurred during the first five days of hospitalization will be made at the rate of Genesis's normal and reasonable charges, less a discount of 11%.

C. Payment for covered charges incurred for any period after the first five days of a hospitalization will be made at the rate of \$363 per day for all Genesis Medical Center Behavioral Health Services (exclusive of physician services).

- D. In consideration for the discounted rate, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of the bill.

8. Genesis will provide substance abuse evaluation hospitalization services to persons over the age of eighteen (18) years ordered to be detained under Iowa Code Section 125.81 (commonly referred to as immediate custody prior to hearing) or Iowa Code Section 125.91 (commonly referred to as a forty-eight (48) hour hold).

- A. Both Genesis and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.

9. In consideration for such services as identified in Item 8, Scott County will provide payment to Genesis for such substance abuse related services based upon submission to the Scott County Community Services Department of an itemized billing of services provided.

- A. Itemized billings will be reviewed by Scott County Community Services for determination as to covered substance abuse evaluation charges. Any services determined by Scott County to be non-covered charges will be considered to be the patient's liability.
- A. Payment for covered charges will be made at the rate of Genesis's normal and reasonable charges, less a discount of eleven (11%) percent.
- B. In consideration for the discounted rate, Scott County will assure that payment of covered charges is made to Genesis within sixty (60) days of receipt of bill.
- C. Both Genesis and Scott County understand that Scott County will make no payment for substance abuse services provided after the hearing on the 125 substance abuse commitment application.

10. Genesis will continue to provide a mental health crisis phone line on a twenty-four hour, seven-day a week basis. This crisis service will be provided on the Behavioral Health Unit by professional staff or trained volunteers. Scott County will assist in providing financial support for this service in the amount of \$5,000 for the period from 7/1/09 to 12/31/09.

- A. Payment for services as identified in Item 10 shall be made on a quarterly basis. Payments will be provided in July and October.
- B. Genesis shall report to Scott County on services as identified in Item 10 on a quarterly basis. Reports of the previous quarter activities will be provided in October and January. Information provided shall include the number of hours of service provided and the number of calls handled.
- C. It is understood that the support provided to this service by Scott County is not intended to cover all expenses and that Genesis will continue to attempt to obtain funding from other sources to provide support for this service. Genesis will ensure that sufficient support is available from other sources and/or from Genesis to provide this service.

11. The relationship of Genesis to the County is that of an independent contractor. Nothing in this Agreement shall be construed so as to deem any employee or agent of Genesis to be an employee of the County for any purpose.

12. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

13. The term of this Agreement shall be for the period beginning July 1, 2009, and ending December 31, 2009. If either party wishes to terminate this agreement, said party shall deliver to the other party a thirty (30) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS

GENESIS HEALTH SYSTEM  
d/b/a GENESIS MEDICAL  
CENTER-DAVENPORT

\_\_\_\_\_  
Jim Hancock  
Chairman

\_\_\_\_\_  
Mark Rogers  
Vice President Finance/  
Chief Financial Officer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

