

**AN AGREEMENT BETWEEN MARY GREELEY MEDICAL CENTER AND STORY COUNTY,
IOWA TO PROVIDE BEHAVIOR AND MENTAL HEALTH SERVICES TO INMATES AT THE
STORY COUNTY JAIL**

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is made and entered into the _____ day of _____, 2022, pursuant to *Code of Iowa*, Chapter 28E, by Mary Greeley Medical Center, (hereinafter CENTER), Story County, Iowa, (hereinafter COUNTY), for the purposes set out herein.

SECTION 1. PURPOSE

The purpose of this agreement is to establish a cooperative arrangement between COUNTY and CENTER wherein the COUNTY will pay CENTER for mental health services provided to the inmates housed at the Story County Jail for the duration of this agreement.

SECTION 2. BACKGROUND

The parties to this Agreement have recognized that there is a need for mental health services used in the treatment of "arrestees" defined as: "persons held in the Story County Jail for the time period after their initial appearance before a Judge or Magistrate until the time of their release". The parties also recognize that by working together the COUNTY can cover the payment for these services and the CENTER can provide the services for the duration of the agreement. Services provided included psychiatric assessment, medication management and medication administration for designated patients under order of the court. Services provided by this agreement exclude the cost of medication. The COUNTY will acquire, pay for and make available medications for CENTER staff to administer.

SECTION 3. NO SEPARATE ENTITY CREATED

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this agreement.

SECTION 4. RATE OF COMPENSATION

The COUNTY agrees to pay CENTER at the established rates (Psychiatrist \$190/hour; Nurse \$60 per visit, Paramedic \$60 per visit) for all Mental Health services provided to "arrestees" held in the Story County Jail. Services provided shall include but not be limited to all (appropriate medical personnel, psychiatric, administration of medication, etc.) services. The COUNTY will acquire, pay for and make available medications for CENTER staff to administer.

The rate of compensation will remain in effect, unless another adjustment is requested and agreed to by both parties. Such adjustment shall be in writing and duly executed by both parties.

SECTION 5. DURATION

This agreement shall continue in effect subject only to the change in the established rates of compensation provided for in section 4, unless terminated by either party pursuant to section 9.

SECTION 6. ENTIRE AGREEMENT

This Agreement represents the entire understanding among the parties and no party is relying on any representation or understanding which may have been made by the other party and which is not included in this Agreement.

SECTION 7. SEVERABILITY/INVALIDITY

If any term, provision or condition of this Agreement shall be determined to be 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 Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 8. AMENDMENTS

This Agreement may be amended at any time by an affirmative vote of the parties. Either party desiring an amendment to this Agreement shall notify the other party of its desire, and the reasons for the request.

Such a request shall be in writing to the other party, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.

If approved the amendment shall take effect upon execution.

SECTION 9. TERMINATION OF AGREEMENT

Either party may individually terminate their participation in the agreement after providing the other a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

SECTION 10. EFFECTIVE DATE

This Agreement shall take effect upon execution by the parties as required by law, and filing with the Secretary of State in an electronic format as required by law.

duly authorized representatives.

MARY GREELEY MEDICAL CENTER

By: _____
Authorized Representative

Date: _____

STORY COUNTY, IOWA

By: _____
Authorized Representative

Date: _____