

June 21, 2004

The Mahaska County Board of Supervisors met in regular session on the above date in the third floor courtroom of the Mahaska County courthouse at 9:00 a.m.. Present were the following board members: Chairman, Lawrence Rouw; Vice Chairman, Henry W. VanWeelden and Member, Greg Gordy. Also present were the following: R.D. Keep, Emergency Management Coordinator; Terry Brady, Mahaska County Ag and Rural Development Committee; Christine Ahrens, KBOE Radio; Sarah McCain, Oskaloosa Herald; Jerry Nusbaum, County Engineer; Joan Jensen and Joan Beier from Promise Jobs; Kay Swanson, Mahaska County Auditor.

Chairman Rouw opened the meeting with a moment of silence.

It was moved by Gordy seconded by VanWeelden to approve the agenda. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the minutes for June 7th meeting. All present voted aye. Motion carried.

Terry Brady from the Mahaska County Agricultural and Rural Development Committee discussed the grant for the day care buildings at Eddyville from Empowerment. Michelle Moore was absent today.

It was moved by VanWeelden seconded by Gordy to approve the draft of the Bio-Emergency Response Plan for Mahaska County dated June 2004 and to authorize the chairman to sign the documents. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to appoint Dr. Shawn Dawson to the Mahaska County Board of Health replacing Tobin Jacks, M.D.. Dr. Dawson's term will expire on 12/31/2005. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the following agreement with Mahaska Health Partnership. All present voted aye. Motion carried.

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2004, by and between the Mahaska Health Partnership, acting by and through its duly constituted Board of Trustees (hereinafter referred to as "the hospital"); Mahaska County, Iowa, acting through its duly constituted board of Supervisors (hereinafter referred to as "the county"); and the Mahaska county, Iowa, Board of Health, acting by and through its board (hereinafter referred to as "the board"); as follows:

WHEREAS, the hospital is a duly organized and operating county hospital, operating under the laws of the State of Iowa, and is desirous of assuming the services

imposed upon by the board by statute or administrative rule, including, without limitation, those duties set forth by Chapter 139.9(6) and (7) of the 1997 Iowa Code.

WHEREAS, the county is desirous of entering into an agreement for the provision of the services imposed upon the board by statute or administrative rule, including, without limitation, those services set forth by Chapter 139.9 (6) and (7) of the 1997 Iowa code.

WHEREAS, the board is desirous of entering into an agreement for the provision of services imposed upon the board by statute or administrative rule, including without limitation, those duties set forth by chapter 139.9(6) and (7) of the 1997 Iowa Code.

WHEREAS, the parties understand that this agreement relates to services imposed upon the board by statute³ or administrative rule, including, without limitation, those services set forth by Chapter 139.9 (6) and (7) of the 1997 Code of Iowa, which have been previously provided by the public health nurse.

IT IS THEREFORE AGREED by and between the parties as follows:

1. This agreement shall be effective commencing July 1, 2004, and shall continue until June 30, 2005.
2. The hospital shall assume and perform, in good faith, all services of the board, including those heretofore performed by the board, including such services as are now or may hereafter be imposed upon the board by statute or administrative rule, including, without limitation, those services set for the by Chapter 139.9 (6) and (6) of the 1997 Code. The hospital and BOH will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the hospitals board of trustees and hospital administration. The hospital shall be responsible for final policy, program and agency evaluation.
3. The hospital shall keep all records, reports, and memoranda complied in performance of the services set forth in paragraph two (2) herein. They shall make and file all reports in a timely manner as required by statute or administrative rule, or required by the terms and conditions of any grant or other program with the appropriate governmental unit or other authority or agency requiring the same; and shall provide copies of such to the board on a quarterly basis. The hospital shall maintain confidentiality of all medical records.
4. The county shall continue to maintain family health and dental insurance for the three employees maintained on the county insurance policy prior to April 1, 1994. The hospital agrees, on a monthly basis, to reimburse the county the full dollar amount for said insurance premiums. It is further agreed that the above described employees and the hospital shall have the option of enrolling said employees in the hospital medical plan if appropriate.

5. The hospital will continue to provide services to Mahaska County residents without regard to their ability to pay for such services a sliding fee schedule will be used when appropriate.
6. The County will reimburse the hospital \$60,000.00 for Public Health services and \$55,000.00 for Home Care Aid services contracted and rendered in FY 04/05 for services pursuant to the within agreement. Payments for services provided will be billed Bi-Monthly to the county by the hospital. In addition, the board agrees to allocate all funds from the Iowa Department of Public health to the hospital for services provided pursuant to this agreement to the hospital under the single county contract also known as the LPHS contract. Any adjustments made to the LPHS contract during the FY by the IDPH will be passed onto the hospital by the county.
7. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties thereunder and shall furnish proof thereof at the request of the board.
8. The BOH is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 641.Chapter 79 & 80.
9. This agreement can be terminated only upon written notice to be served 90 prior to the end of each contract period.
10. Upon termination of this agreement the hospital shall forthwith deliver to the board all records in its possession relative to the duties carried out by the hospital pursuant to this agreement.
11. If notice of termination is not given pursuant to paragraph thirteen, this agreement shall automatically renew at the end of each contract period for an additional on year term. An addendum which includes the LPHS contract face sheet amounts as well as signatures of all parties will be expected annually.
12. This agreement shall be amended only by a written agreement executed by all parties.
13. All notices which may need to be served herein shall be sent by regular mail to Jay Christensen, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

s/Jay Christensen 6/10/04
Mahaska Health Partnership, CEO

s/Lawrence Rouw 6/14/04
Mahaska County Board of Supervisors
Chairman

s/Calvin VanArkel 6/10/04
Mahaska County Board of Health
Chairman

It was moved by VanWeelden seconded by Gordy to approve the monthly report for May, 2004 and the quarterly report for 3rd quarter for the Veterans Affairs Commission. All present voted aye. Motion carried.

The matter of the RUSS Agreement was tabled until July 1, 2004 meeting.

It was moved by VanWeelden seconded by Gordy to appoint Lyle Seifering to the Land Use Committee replacing Mark Hall. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to deny Homesteads on the following parcels for 2003 - #10-23-426-001 and 10-17-131-003 and Military Credits on the following parcels #02-31-200-006, 16-14-326-044; 10-20-200-007; and 04-04-229-016. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden that Mahaska County reduce the Homestead, military and Elderly Credits to the amount that the State is reimbursing the counties as per Section 25B.7 of the Code of Iowa for the taxes payable 2004/2005. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve 5621 applications for Homestead Credit and 1395 applications for military credit for taxes payable 2004/2005. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the amounts for Agricultural Land and Family Farm Credits for 2004/2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the Agreement between the Mahaska County Sheriff's Office and Teamsters Local Union 147 for the period of July 1, 2004 to June 30, 2005. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden that Mahaska County oppose the proposed annexation to Oskaloosa as presented. The area is east of Oskaloosa. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy that Matt Boeck received a positive review after 5 months. He will receive his increase effective June 5, 2004. All present voted aye. Motion carried.

Joan Beier and Joan Jensen discussed the matter of Promise Jobs with the board. No decisions were made today.

It was moved by Gordy seconded by VanWeelden to approve the contract with the County Engineer Jerome Nusbaum for July 1, 2004 thru June 30, 2006. All present voted aye. Motion carried.

Items discussed with the engineer during the work session:
Road underpass at New Sharon
Discuss closing of highway 102 for paving
Bill for bridge inspections from Snyder & Associates

It was moved by VanWeelden seconded by Gordy to adjourn. All present voted aye. Motion carried.

Lawrence Rouw, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor