

March 23, 2009

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman – Greg Gordy; vice chairman – Lawrence Rouw and member – Henry W. VanWeelden. Also present were the following: Scott Dailey, KBOE Radio; Duane Nollen, Oskaloosa Herald; Don Russell, Mahaska County Sanitarian; Miranda Johnson, MCARD Director, Julie Bak, Mahaska County CPC; Jamey Robinson, Mahaska County Emergency Management Coordinator; Randy Kelley, Country Life Health Care; Jon Sullivan, Oskaloosa Chamber; Ben Hoskinson, IRVM Director; Paul DeGeest, Mahaska County Sheriff; Randy Poe, Mahaska County Deputy Sheriff; Michael Gipple, Mahaska County Conservation Director; Beth Danowsky, MUSCO; Brian Knudtson, Mahaska County IT Director; Jerry Nusbaum, Mahaska County Engineer; Rose Anne Mefford, Mahaska County Attorney, and Kay Swanson, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

There was no meeting held on March 16th 2009.

Chairman Gordy called the meeting to order with a moment of silence.

It was moved by VanWeelden seconded by Rouw to approve the agenda with the addition of letter of support for Conservation Department. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of March 2nd. All present voted aye. Motion carried.

Miranda Johnson, MCARD Director gave the board her monthly report and it was placed on file.

Don Russell, Mahaska County Sanitarian gave the board his monthly report and it was placed on file. He also gave the board some information about Electrical Permit Requirements for statewide permits which went into effect March 1, 2009.

Years of Service Awards from Iowa State Association of Counties were given to Randy Poe, Deputy Sheriff for 15 years of service and Lyle Dickey, Deputy Sheriff for 20 years of service to county government..

Paul DeGeest, Mahaska County Sheriff and Jamey Robinson, Mahaska County Emergency Management Coordinator discussed the Emergency Management Budget with the board. No decisions were made today. It was moved by Rouw seconded by VanWeelden to table the matter until the next meeting. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to open the public hearing for the Strategic Plan for MH/DD System Management Plan. All present voted aye. Motion carried. Julie Bak, Mahaska County CPC explained the plan. There were no written or oral comments. It was moved by Rouw seconded by VanWeelden to close the public hearing. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the plan as presented. All present voted aye. Motion carried.

Mental Health and Developmental Disabilities STRATEGIC PLAN for MAHASKA COUNTY Effective July 1, 2009 to June 30, 2012

VISION

Mahaska County's vision is to provide services to consumers in the least restrictive environment possible within limitations of the county mental health service fund. The focus continues to be guided by the principles of choice, community, and empowerment. These system principles, contained herein, are defined as follows:

Choice - the ability of a consumer, their family, and/or authorized representatives to make informed decisions about the amount and type of service and support needed.

Community - the service system supports the rights and abilities of all consumers to live, learn, work and recreate in natural communities of the consumer's choice.

Empowerment - the service system reinforces the rights, dignity and ability of consumers and their families to make choices, take risks, provide valuable input and accept responsibility.

NEEDS ASSESSMENT

Quality assurance and continuous quality improvement are activities that will be ongoing as we engage the stakeholder committee in regularly scheduled meetings and activities. We will continue to encourage consumers, guardians, family members and concerned citizens to participate in the stakeholder committee.

There were no service decision appeals in the previous three years therefore this goal will be discontinued.

Maintaining communication among and between the participants in the mental health service delivery system is essential to ensure the individuals being served receive supports necessary to promote choice, community and empowerment. This goal will also be discontinued as this becomes an ongoing practice with the stakeholder committee, and sub-committees thereof meeting at least quarterly.

The Stakeholder Committee will assess the changing needs in Mahaska County throughout the three year time frame of this Strategic Plan by gathering and analyzing

existing data. The knowledge gained will be used to begin the process of re-tooling the existing service system to meet the needs of the populations being served.

In light of funding constraints at all levels, a major need in Mahaska County is to look at the current service delivery system from every angle and every view point to determine what adjustments might be made to insure services are available in the future to the most vulnerable members of our community. The county mental health and developmental disabilities system management plan may also be adjusted depending on the analysis of the ongoing needs assessment process.

GOAL and OBJECTIVES

GOAL - Mahaska County Stakeholders will design a service delivery system that is driven by empowering clients to make choices that focus on being as independent as possible in a community as defined by the individual consumer.

OBJECTIVES: Encourage development of natural supports versus paid services, transition clients into least restrictive environments where appropriate, develop client specific budgets, encourage outside-the-box creative brainstorming to meet the needs of the populations served.

ACTION STEPS:

1) In year one of the plan, stakeholders will gather data from clients, providers, other counties and the state.

A) Mahaska County Case Management staff will survey their current clients and guardians to determine, from the perspective of the client, where they are today, where they want to be in the future and what they think it will take to get there.

B) The members of the stakeholder committee will research other county strategic plans, county management plans and information from around the state regarding “Best Practices” we may want to emulate to meet our objectives.

C) The stakeholder committee will meet at least quarterly to determine if the data being collected is sufficient in quantity and quality and to begin formulating action steps for future years as needed.

2) In year two of the plan, stakeholders will analyze the data gathered in the first year.

A) Case Management, the CPC and provider staff will be asked to share the data collected with the stakeholder committee.

B) The stakeholder committee will begin analyzing data to determine where there may be areas of concern in the service delivery system.

C) The stakeholder committee will create vignettes of potential system re-designs.

3) In year three of the plan the stakeholder committee will begin the process of redesigning the service delivery system so that every client served has a service plan based on their individual needs and an individual needs based budget.

A) Somebody will do something fabulous!!!

B) Somebody will do something creative!!!

SERVICES and SUPPORTS

SERVICE	MI	CMI	MR	DD
4x03 Information and Referral	C	C	C	C
4x04 Consultation	C	C	C	C
4x05 Public Education Services	C	C	C	C
4x06 Academic Services				
4x11 Direct Administration	C	C	C	C
4x12 Purchased Administrative Services				
4x21-274 Case Management – Medicaid Match		M	M	M
4x21-375 Case Management – 100% County Funded	C	C	C	
4x21-399 Other				
4x22 Services Management				
4x31 Transportation (Non-Sheriff)	C	C	C,W	
4x32-320 Homemaker/Home Health Aides	C	C	C,W	
4x32-321 Chore Services				
4x32-322 Home Management Services			W	
4x32-325 Respite			W	
4x32-326 Guardian/Conservator				
4x32-327 Representative Payee				
4x32-328 Home/Vehicle Modification			W	
4x32-329 Supported Community Living - Hourly		C,H	C,W	
4x32-399 Other (HCBS/MR CDAC)			W	
4x33-345 Ongoing Rent Subsidy				
4x33-399 Other				
4x41-305 Outpatient	C	C		
4x41-306 Prescription Medication	C	C		
4x41-307 In-Home Nursing			W	
4x41-399 Other				
4x42-305 Outpatient	C	C		
4x42-309 Partial Hospitalization		H		
4x42-399 Other				
4x43 Evaluation	C	C	C	
4x44-363 Day Treatment Services		H		
4x44-396 Community Support Services		C	C	
4x44-397 Psychiatric Rehabilitation		H		
4x44-399 Other				
4x50-360 Sheltered Workshop Services			W	
4x50-362 Work Activity Services		H	W	
4x50-364 Job Placement Services		C	C,W	
SERVICE	MI	CMI	MR	DD
4x50-367 Adult Day Care		H	W	
4x50-368 Supported Employment Services		H	W	
4x50-369 Enclave		C	C	
4x50-399 Other				
4x63-310 Comm. Supervised Living Arrangement (CSLA) 1-5 Beds		C	C	

4x63-314 Residential Care Facility (RCF) 1-5 Beds		C	C	
4x63-315 RCF/MR - 1-5 Beds			C	
4x63-316 RCF/PMI – 1-5 Beds		C		
4x63-317 Nursing Facility - 1-5 Beds				
4x63-318 ICF/MR – 1-5 Beds			M	M
4x63-329 Supported Community Living		H	W	
4x63-399 Other 1-5 Beds				
4x6x-310 CSLA 6 & over Beds		C	C	
4x6x-314 RCF 6 & over Beds		C	C	
4x6x-315 RCF/MR 6 & over Beds			C	
4x6x-316 RCF/PMI 6 & over Beds		C		
4x6x-317 Nursing Facility 6 & over Beds				
4x6x-318 ICF/MR 6 & over Beds			M	M
4x6x-399 Other 6 & over Beds				
4x71-319 Inpatient – State Mental Health Institutes	M	M		
4x71-399 Other				
4x72-319 Inpatient – State Resource Centers			M	M
4x72-399 Other				
4x73-319 Inpatient – Community Hospitals ***	M	M		
4x73-399 Other				
4x74-300 Diagnostic Evaluation Related to Commitment ***	M	M	M	M
4x74-353 Sheriff Transportation ***	M	M	M	M
4x74-393 Legal Representation for Commitments ***	M	M	M	M
4x74-395 Mental Health Advocate ***	M	M	M	M
4x74-399 Other				

NOTE: The following numbers are for HCBS/MR Waiver services: 4231-000, 4232-320, 4232-322, 4232-325, 4232-328, 4232-329, 4232-399 4250-362, 4250-367, 4250-368

C = County funded, M = Mandated by the Code of Iowa, W = Medicaid Waiver Services, H = Habilitation Services, *** = Services funded as pertaining to mental health commitments.

PROVIDER NETWORK and ACCESS POINTS

AGENCY	SERVICES	ACCESS POINT
Christian Opportunity Center Oskaloosa, Pella	Supported Community Living ICF/MR, Vocational Services	Yes
Country Life Health Care Oskaloosa	RCF	No
First Resources, Corp. Oskaloosa, Ottumwa, Sigourney	Supported Community Living	Yes
Imagine the Possibilities Oskaloosa	Supported Community Living, Respite, ICF/MR	Yes

Mahaska County Case Management Oskaloosa	Targeted Case Management	Yes*
New Directions Oskaloosa	Diagnosis & Evaluation Outpatient	Yes
A Avenue Pharmacy Cedar Rapids	Prescription Medication	No
Abbe Center for Community Care Cedar Rapids	RCF/PMI	No
Abbe Center for Community MHC Cedar Rapids	Outpatient	No
AAA XIV – So. Ia. Trolley Creston	Transportation	No
Associates for Behavioral Healthcare Cedar Rapids	Inpatient, Outpatient	No
Brees Rest Home, Inc. Albia	RCF	No
Broadlawns Medical Center Des Moines	Evaluation, Inpatient	No
Capstone Behavioral Healthcare Newton	Outpatient	No
Center Associates Marshalltown	Outpatient	No
Country Haven Corning	RCF	No
Country Living Care Center Toledo	RCF	No
Ellsworth Municipal Hospital Iowa Falls	Inpatient	No
AGENCY	SERVICES	ACCESS POINT
Hillcrest Family Services Dubuque	RCF/PMI	No
HyVee Pharmacy Oskaloosa	Prescription Medicine	No
Innovative Industries, Inc. Creston	Vocational Services	No
Iowa Department of Human Services State of Iowa	Mental Health Institutes, State Resource Centers	Yes
Julien Care Facility Maquoketa	RCF/PMI	No
Mahaska Drug Oskaloosa	Prescription Medication	No
Mahaska Community Health Oskaloosa	Homemaker, Home Health Aide	Yes

s/ Lawrence Rouw _____ 3/23/09 _____
Lawrence Rouw, Supervisor Date
s/ Henry W. VanWeelden _____ 3/23/09 _____
Henry W. (Willie) Van Weldon, Supervisor Date

It was moved by Rouw seconded by VanWeelden to approve the Community Mental Health Center Affiliation. All present voted aye. Motion carried.

**IOWA DEPARTMENT OF HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER AFFILIATION**

Name of County: Mahaska Fiscal Year 2010
Chapter 225C.7(3) of the Code of Iowa requires, as a condition of eligibility for receiving Mental Health and Developmental Disabilities Community Services Fund dollars, that counties not currently affiliated with a community mental health center expend a portion of those funds to contract with a community mental health center. The MH/MR/DD/BI Commission may grant a waiver exempting a county from this requirement.

Enter the name and address of the community mental health center your county will affiliate or contract with during the fiscal year you indicated above. Please check either affiliate or contract. If this changes, we must be notified.

Mahaska Health Partnership – New Directions
1229 C Avenue East
Oskaloosa, IA 52577

If your county is not affiliated or contracting with a community mental health center, complete the following information:
Will you request a waiver from the requirement of affiliation with a community mental health center?

_____ Yes _____ No

If you are requesting a waiver, you must complete the "Waiver Request" (Form 470-0887) and submit both documents completed and signed by April 1, 2009 to the MHDS division of the Department of Human Services. The MWMR/DD/BI Commission may grant the waiver if all criteria are met.

s/ Greg Gordy _____ 3/23/09 _____
Signature of Chair, County Board of Supervisors Date

It was moved by Rouw seconded by VanWeelden to accept the resignation of Karen L. Johnson as case manager in the CPC office effective March 27th, 2009. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following Agreement between Mahaska County, Iowa and Country Life Health Care, Inc. All present voted aye. Motion carried.

**AGREEMENT BETWEEN MAHASKA COUNTY, IOWA AND
COUNTRY LIFE HEALTH CARE, INC.**

This Agreement entered into this twenty-third day of March, 2009 by and between Country Life Health Care, Inc., an Iowa nonprofit corporation, hereinafter referred to as "Operator," and the County of Mahaska, an Iowa body corporate for civil and political purposes hereinafter referred to as "County."

WHEREAS, County through its elected Board of Supervisors owns the building and property that is operated as a Residential Care Facility referred to in this Agreement as "Facility," and,

WHEREAS, County and Operator intend that the Facility property continue to be used to provide residential care; and

WHEREAS, the parties have developed an understanding whereby this intent can be best realized and whereby the delivery system for the services will function in such a manner so that the Facility is not a public institution and County has divested itself of all responsibility and administrative control.

NOW, THEREFORE, IT IS AGREED by and between County and Operator as follows:

OPERATION. Operator agrees to operate the Facility as a Residential Care Facility providing such services as are now provided to the residents upon the terms and conditions contained herein.

TERM. This Agreement shall be for a term of twelve (12) months commencing July 1, 2009 and terminating on June 30, 2010.

PAYMENT FOR SERVICES. County agrees to pay Operator for the term of this Agreement the sum of \$205,290.60 for the services set forth below for not to exceed 12 residents at any time during the term of this Agreement. The 12 residents shall be designated by County in accordance with the rules and regulations of the State Department of Inspections and Appeals for Residential Care Facilities. The above sum shall be payable as follows: \$17,107.55 on the seventh day of each month throughout the twelve months of this Agreement. These sums shall be due and payable in full even though the number of residents placed in the Facility by County shall be less than 12. Residents in excess of 12 may be placed in the Facility by County, if space is available therefore, at the rate set forth by Country Life Health Care, Inc.'s statement and agreement. Operator agrees to take responsibility for and assist all residents at the Facility in applying for any financial assistance for which they may be eligible.

LICENSURE LEVEL. Operator shall meet or exceed all requirements of the State Department of Inspections and Appeals and all other regulating agencies necessary to maintain licensure level of the Facility as a Residential Care facility pursuant to Chapter

135C Iowa Code, and all rules promulgated by the Department of Inspections and Appeals in accordance with Chapter 17A, Iowa Code.

ANNUAL FINANCIAL REPORT. Operator shall obtain an annual financial and statistical report. The report shall be conducted as promptly as possible at the close of the Operator's first full fiscal year and every year thereafter. The results of each report shall be made available to the public.

DESCRIPTION OF SERVICES PROVIDED. Services provided beyond basic requirements of a residential Care facility shall include, but shall not be limited to:

Nursing Supervision: A Nurse shall be kept on staff to ensure appropriate medication supervision as well as supervision of general medical status.

Activities/Recreation/Socialization: Geared toward appropriate leisure time activities within the community should the resident move into less restrictive living arrangements.

Service Coordination: Coordination of services with agencies such as New Directions, Mahaska Vocational Services, Veterans administration Medical Centers, Department of Human Services, Indian Hills Community College and other providers for the residents' total well-being.

Adult Basic Education: Basic Education including reading, mathematics, writing and Independent Living Skills. Classes are taught to meet each individual's specific needs.

Transportation: Transportation of residents from the Facility to appointments with physicians, dentists, optometrists, psychiatrists, psychologists and various agencies within an eighty-five (85) mile radius of the Facility for necessary care. Also, transportation of residents for activities/recreation and work sites to be approved by Operator within the surrounding area.

Individual Program Planning: Individual Program Plans are coordinated with other agencies desiring input into the total plan of care for the residents.

Work Training/Self Worth Program: A work program to provide residents an opportunity to earn money and provide therapy to instill a feeling of self worth.

INVENTORY. The Operator agrees to maintain the written inventory of all equipment and supplies as of November 1, 1989 during the term of this Agreement.

EXPENSES. Upon termination of this Agreement, Operator shall be liable and pay for all such items incurred prior to the date of termination and received and/or billed after the date of termination.

INCOME. Upon termination of this Agreement, all income for care of residents prior to the date of termination, but received thereafter, shall be paid to Operator.

EQUIPMENT. Until such time as Operator might purchase the equipment of the Facility, Operator shall be responsible for the cost (up to a limit of \$25,000 for the duration of this Agreement) of major repairs which require specialized repair personnel and replacement of equipment.

INDEMNIFICATION. Operator agrees to protect, indemnify and save harmless County from and against any and all claims, demands and causes of action of any nature whatsoever and any expenses incident to the defense of and by County therefrom, for injury to or death of persons or loss of damage to property occurring in the course of services performed under this Agreement, except for any liability arising because of acts of County or its agents. County agrees not to encourage, aid or abet any person making a claim under this paragraph and agrees to cooperate with Operator to the best of County's ability in the defense of any such claim.

DEFAULT. In the event that Operator shall fail to comply with any term, condition, or covenant of this Agreement, County shall give to Operator written notice of said default, which notice shall specify in detail the nature of the claimed default, and Operator shall have forty-five (45) days after receipt of said notice within to rectify the default. If the default is not corrected within the forty-five (45) day period, County may terminate this Agreement immediately.

Operator covenants and agrees that if Operator shall at any time fail to perform any act, covenant, term, condition or agreement of Operator's part to be performed under this Agreement, County may, but shall not be obligated to perform any such act, covenant, term, condition or agreement for or on the behalf of Operator, without notice, other than any notice required to be given pursuant to this Agreement, and Operator shall reimburse County for all sums paid by County and all necessary incidental costs and expenses in connection with the performance of any such act by County.

LEASE OF PREMISES. The parties hereto will enter into a lease of the Facility premises which lease is made part of this Agreement. Any default on said lease by Operator shall be default on this Agreement. This Agreement shall also terminate at any time the lease between the Operator and County should terminate.

INVALIDITY OF PARTICULAR PROVISION. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to the extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

APPROVAL. This Agreement is conditioned upon approval by the Social Security Administration and the Iowa Department of Human Services.

ASSIGNMENT. This Agreement shall be binding on parties hereto and neither party shall assign or transfer its interest in this Agreement without the written consent of the other party.

LIMITED WAIVER. The failure of the County to insist on a strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

CANCELLATION. The parties agree that either party may cancel this Agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

Dated this Twenty-Third day of March, 2009

Mahaska County, Iowa

Country Life Health Care, Inc.

By: _____
Chairperson, Board of Supervisors

Randall Kelley, Administrator

By: _____
Member, Board of Supervisors

By: _____
Member, Board of Supervisors

It was moved by VanWeelden seconded by Rouw to approve the following lease for Country Life Health Care, Inc. All present voted aye. Motion carried.

LEASE-BUSINESS PROPERTY

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this Twenty-Third day of March, 2009 by and between Mahaska County, Iowa (hereinafter called "Landlord") whose address for the purpose of this lease is Court House, Oskaloosa, Iowa 52577 and Country Life Health Care, Inc. (hereinafter called "Tenant"), a nonprofit corporation whose address for the purpose of this lease is 2554 Ford Avenue, Oskaloosa, IA 52577, WITNESSETH THAT:

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the following prescribed real estate, situated in Mahaska County, Iowa, to wit:

County Care Facility. See plat and legal description attached hereto and a part hereof. (This lease includes all buildings and structures except the grain bins, all equipment, inventory and supplies of the facility. Landlord and/or its agents reserve the right to enter on and across the premises for access to the adjacent farmland, sewage lagoon, grain bins, and for any materials stored on the described premises.)

with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises as may be shown on "Exhibit A," if and as may be attached

hereto, for a term of one year, commencing at midnight of the day previous to the lease term, which shall be on the 30th day of June, 2009 and ending at midnight on the last day of the lease term, which shall be on the 30th day of June 2010, upon the condition that the Tenant pays rent therefore, and otherwise performs as this lease period provided.

2. RENTAL. Tenant agrees to pay to Landlord as rental for the said term, as follows: \$1.00 per month. All sums shall be paid at the address of the Landlord, as above designated.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should the Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. USE OF THE PREMISES. Tenant covenants and agrees during the term of this lease to use and occupy the leased premises only for a Residential Care Facility pursuant to all rules and regulations of the State Department of Inspections and Appeals. For restrictions on such use, see paragraphs 6 (c), 6 (d) and 11 (b) below.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is in fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever. (But see paragraph 14, below.) Landlord, shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. CARE AND MAINTENANCE OF PREMISES. (a) Tenant takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided. Tenant shall be expressly responsible for the cost (up to a limit of \$25,000 for the duration of this lease) of all repairs to the buildings and associated equipment which require specialized repair personnel, including furnace, plumbing, sewage and electrical systems. Tenant shall be responsible for all ordinary repairs to the facility and premises which do not require specialized repair personnel.

(b) LANDLORD'S DUTY OF CARE AND MAINTENANCE. Landlord will keep the roof, structural part of the floor, walls and other structural parts of the building in good repair.

(c) TENANT'S DUTY OF CARE AND MAINTENANCE. Tenant shall, after taking possession of said premises and until the termination of this lease and actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition, except for structural parts of the building. Tenant will furnish its own interior and exterior decorating. Tenant will not permit or allow premises to be damaged or depreciated in value by any act or negligence of the Tenant, its agents or employees. Tenant agrees to keep faucets closed so as to prevent waste of water and flooding of premises; to promptly take care of any leakage or stoppage in any of the water, gas or waste pipes. The Tenant agrees to maintain adequate heat to prevent freezing of pipes. Tenant at its own expense may install

floor covering and will maintain such floor covering in good condition. Tenant will be responsible for the plate glass in the windows of the leased premises and for maintaining the parking area, driveways and sidewalks on and abutting the leased premises. Tenant shall make no structural alterations or improvements without the written approval of the Landlord first had and obtained, of the plans and specifications therefore.

(d) Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public. Tenant will not allow trash of any kind to accumulate on said premises in the halls or in the yard in front, side or rear thereof, and it will remove same from the premises at its own expense. Tenant also agrees to removal snow and ice and other obstacles from the sidewalk on or abutting the premises.

7. UTILITIES AND SERVICES. (a) Tenant, during the term of this lease, shall pay, before delinquency, all charges for use of telephone, water, Sewer, gas, heat, electricity, power, air conditioning, garbage disposal, trash disposal and not limited to the foregoing all other utilities and services of whatever kind and nature which may be used in or upon the demised premises.

(b) AIR CONDITIONING equipment and maintenance thereof shall be furnished at the expense of Tenant.

(c) JANITOR SERVICE shall be furnished at the expense of Tenant.

(d) HEATING shall be furnished at the expense of Tenant.

8. SURRENDER OF PREMISES AT END OF TERM-REMOVAL OF FIXTURES.

(a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except in the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. See also 11(a) and 11(e) below.

(b) Tenant may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, remove any fixtures or equipment which said Tenant has installed in the leased premises, providing said Tenant repairs any and all damages caused by removal.

(c) Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month Extension of this lease.

9. ASSIGNMENT AND SUBLETTING. Any assignment of this lease or subletting of the premises or any part thereof, Without the Landlord's written permission shall, at the option of the Landlord, make the rental for the balance of the lease Term due and payable at once. Such written permission shall not be unreasonably withheld.

10. REAL ESTATE TAXES. (a) All real estate taxes, except as may be otherwise expressly provided in this paragraph 10, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the Landlord.

(b) Increase in such taxes, including those increases caused by the improvements of Tenant shall be paid by Landlord.

(c) Personal property taxes. Tenant agrees to pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises, during the term of this lease.

(d) Special assessments shall be timely paid by the Landlord.

11. INSURANCE. (a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to Landlord a certification from the respective insurance companies to that effect. Such insurance shall be made payable to the parties hereto as their interests may appear, except that the Tenant's share of such insurance proceeds are hereby assigned and made payable to the Landlord to secure rent or other obligations then due and owing the Landlord by Tenant. See also 11 (e) below.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate Improvements on the premises or upon the personal property of the Tenant upon which the Landlord by law or by the terms of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to comply with the recommendations of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increase risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(d) Insurance proceeds. Landlord shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial. See also 11(a) above.

12. INDEMNITY AND LIABILITY INSURANCE. Except as to any negligence of the Landlord, arising out of roof and structural parts of the building, Tenant will protect,

indemnify and save harmless the Landlord from any and all loss, costs, damages and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will be at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa, in amounts not less than \$100,000_____ for any one person injured, and \$500,000_____ for any one accident, and with the limits of \$25,000_____ for property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates and copies of said policies, naming the Landlord, and providing for fifteen (15)_____ days' notice to the Landlord before cancellation shall be delivered to the Landlord within twenty (20)_____ days from the date of the beginning of the term of this lease. As to insurance of the Landlord for roof and structural faults, see paragraph 11(a) above.

13. FIRE AND CASUALTY. Partial Destruction of Premises. (a) In the event of a partial destruction or damage of the leased premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the leased premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60)_____ days of its occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the Landlord's reasonable control.

(b) Zoning. Should the zoning ordinance of the city or municipality in which this property is located make it impossible for the Landlord, using diligent and timely effort to obtain necessary permits and to repair and/or rebuild so that the Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the paragraph provided.

(c) Total Destruction of Business Use. In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of the subject matter of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60)_____ days this lease may be terminated at the option of either the Landlord or the Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20)_____ days after such destruction. Tenant shall surrender possession within ten (10)_____ days after such notice issues, and each party

shall be released from all further obligations hereunder, Tenant paying rental pro rata only to the date of the destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, according to its own wishes and needs.

14. CONDEMNATION. (a) Disposition of Awards. Should the whole or any part of the demised premises be condemned or taken by a competent Authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

Date of Lease Termination. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 14(a) above.

15. TERMINATION OF LEASE AND DEFAULT OF TENANT. (a) Termination Upon Expiration Or Upon Notice Of Defaults. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default of payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled or forfeited, provided, however, before any such cancellation and forfeiture except as provided in 15(b) below, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited forty-five (45) days after giving such notice, unless such default, or defaults, are remedied within such grace period. (See paragraph 22 below.) As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 21 below, provided.

(b) Bankruptcy Or Insolvency Of Tenant. In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Landlord to Tenant, then and in any such events, Landlord may, at its option, immediately terminate this lease, re-enter said premises, upon giving of ten (10) days' written notice by Landlord to Tenant, all to the extent permitted by applicable law.

(c) In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

(d) Acceptance of keys, advertising and re-renting by the Landlord upon the Tenant's default shall be construed only as an effort to mitigate the damages by the Landlord, and not as an agreement to terminate this lease.

16. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be paid forthwith on demand, together with interest at the rate of _____% per annum, from the date of the advance.

17. SIGNS. (a) Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided only (1) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa; (2) such signs shall not change the structure of the building; (3) such signs if and when taken down shall not damage the building; and (4) such signs shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

18. MECHANIC'S LIENS. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

19. LANDLORD'S LIEN AND SECURITY INTEREST. Said Landlord shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefore, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for the termination of this lease because of Tenant's default in its performance.

20. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC. (a) The Tenant shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the said demised premises, when in the judgment of the Tenant it shall become obsolete, worn or unnecessary in connection with the operation of the business on said premises; provided,

however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items of personal property so sold or otherwise disposed of, a new or other item in substitution thereof, in like or greater value and adopted to the affixed operation of the business upon the demised premises.

(b) Nothing herein contained shall be construed as denying to the Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

21. **RIGHT'S CUMULATIVE.** The various right's, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way effect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

22. **NOTICE AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

23. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

24. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease to be kept or performed by the Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

25. **CONSTRUCTION.** Words and phrases herein, including acknowledgement hereof shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

26. Waiver of the Subrogation Rights hereto attached is by this reference made a part hereof.

27. This Agreement is subject to approval by the Social Security Administration and the Iowa Department of Human Services.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and the year first above written.

TENANT – Country Life Health Care, Inc. LANDLORD – Mahaska County, Iowa

By: s/ R Kelly _____
Randall Kelley, Administrator
Country Life Health Care
CORPORATION.

By: s/ Greg Gordy _____
. Chairperson, Mahaska County
Board of Supervisors
STATE OF IOWA
COUNTY OF MAHASKA

On this Twenty-Third day of March, 2009, before me, the undersigned a Notary Public in and for said County and State, personally appeared Randall K. Kelley and Greg Gordy , to me personally known, who being by me duly sworn, did say that they are the Administrator of Country Life Health care, Inc. and Chairperson, Mahaska County Board of Supervisors respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) corporation; that said instrument (the seal affixed hereto is the seal of said) was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Randall Kelley and Greg Gordy as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and them voluntarily executed.

(SEAL) s/ Susan L. Brown _____
Notary Public in and for said County and State

It was moved by Rouw seconded by VanWeelden to approve the following 28E Agreement with Country Life Health Care, Inc. All present voted aye. Motion carried.

**28E AGREEMENT REGARDING INSURANCE BETWEEN
MAHASKA COUNTY, IOWA AND COUNTRY LIFE HEALTH CARE, INC.**

1. This Agreement is entered into by Country Life Health care, Inc., a nonprofit private agency hereinafter referred to as “Operator”, and Mahaska County, a political subdivision of the State of Iowa, hereinafter referred to as “County”, pursuant to Chapter 28E of the 1989 Code of Iowa.
2. Whereas the parties have entered into a separate written agreement entitled “Agreement between Mahaska County, Iowa, and Country Life Health Care, Inc.”, hereinafter referred to as “Operation Agreement”, regarding the operation of the Mahaska County Care Facility, hereinafter referred to as “Facility”, to be operated according to specific terms and conditions as set forth in the Operation Agreement, it is the purpose of this Section 28E Agreement regarding Insurance, hereinafter referred to as “28E Insurance Agreement”, to provide insurance coverage for Operator’s employees who work at the Facility, said employees hereinafter referred to as “Facility Employees”, for the duration, and limited to the duration, of the life of the Operation Agreement.

3. Group dental insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The dental coverage for Facility Employees shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator Auxiant and County, and said Master Agreement is incorporated herein by reference.

4. Group health insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The health insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between the claims administrator Auxiant and County, and said Master Agreement is incorporated herein by reference.

5. Group life insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The life insurance coverage for the Facility Employees shall be identical to that coverage provided to all employees of the County, as set forth in the Master Agreement between EMC National Life Company and County, and said Master Agreement is incorporated here by reference.

6. Group pharmacy insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The pharmacy insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator Auxiant and County, and said Master Agreement is incorporated here by reference.

7. Group vision insurance shall be provided to all Facility Employees, but only during such times as the Operation Agreement is in effect. The vision insurance coverage shall be identical to that coverage provided to all employees of the County as set forth in the Master Agreement between the claims administrator Auxiant and County, and said Master Agreement is incorporated here by reference.

8. This 28E Insurance Agreement shall be overseen by a joint board consisting of the Board of Directors of Country Life health Care, Inc. and the Board of Supervisors of Mahaska County.

9. The Operator agrees to pay premiums per employee to the Mahaska County Auditor by the 25th of each month. The Mahaska County Auditor shall then deposit the premium in the Mahaska County Employee's Trust Fund. Claims shall then be paid out of the Mahaska County Employee's Trust Fund. The monthly premium amount per employee for the period July 1, 2009 through June 30, 2010, will be as follows: for the medical insurance coverage \$1275.00 for a family, and \$523.00 for a single employee; for dental insurance coverage \$30.00 for a single employee and \$70.00 for a family; for life insurance coverage it shall be \$3.30 per employee; for vision insurance coverage \$11.00 for a single employee and \$22.00 for a family. The Operator shall pay the said premiums to the Mahaska County Auditor by the 25th of each month, and said premiums are for coverage beginning the first day of the following month; for example, premiums paid by May 25th are for coverage beginning June 1 of that year. Operator agrees that each

premium year shall run from July 1 through June 30, and that the Operator shall abide by the decisions made jointly between the County Board of Supervisors and the insurance providers with regard to the monthly premium amount set per premium year. Insurance coverage for Facility Employees shall begin July 1, 2009, provided said premium is timely paid. New Facility Employees shall not be covered until the first of the second month following the month in which they start.

10. The parties agree that either party may cancel this agreement at any time by giving the other party thirty (30) days written notice. The written notice should be by certified mail.

11. A failure on behalf of the Operator to timely make the premium payments provided for herein shall be considered a voluntary termination of this agreement by the Operator.

12. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Dated this Twenty-Third day of March, 2009.

s/ __Greg Gordy
Chairperson
Mahaska County Board of Supervisors

s/ R Kelley _____
Randall Kelley, Administrator
Country Life Health Care, Inc.

It was moved by VanWeelden seconded by Rouw to remove the motion made on January 19, 2009 appointing Bert Bandstra to the Judicial Nominating Committee. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to appoint Millie Wanders to the Judicial Magistrate Nominating Committee for a six year term beginning January 1, 2009. All present voted aye. Motion carried.

The unpaid paint bill from Sherwin Williams. The County Attorney gave the board some opinions from the Attorney General's office to read regarding payment of bills.

It was moved by Rouw seconded by VanWeelden to approve the Notice of Destruction of Noxious Weeds for the Weed Commissioner. It is the same as last year. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following agreement with the Conservation Department. All present voted aye. Motion carried.

**MANAGEMENT AGREEMENT
MAHASKA COUNTY**

THIS AGREEMENT entered into on March 23, 2009, by and between the Mahaska County Board of Supervisors and the Mahaska County Conservation Board (MCCB).

WHEREAS, the Mahaska County Board of Supervisors, having need for maintenance of land in the interest of the people of Mahaska County; and

WHEREAS, the Mahaska County Conservation Board, currently having the personnel, adequate equipment and ability to maintain parks and similar public lands; and

WHEREAS, both parties agree that it is in the best public interest to transfer maintenance responsibilities to the MCCB pursuant to the terms of this AGREEMENT.

WTNESSETH:

1. The Mahaska County Conservation Board shall maintain the grassy portions of the lot, owned by Mahaska County, located at 410 South 11th Street, Oskaloosa, IA 52577.
2. MCCB management and maintenance shall be limited to routine lawn maintenance within the boundaries of land owned by Mahaska County.
3. This agreement shall automatically renew on an annual basis until terminated.
4. This agreement may be terminated by written consent and agreement by both parties.

MAHASKA COUNTY BOARD
OF SUPERVISORS

s/ Greg Gordy, Chairperson
Date 3/23/09

MAHASKA COUNTY
CONSERVATION BOARD
Mike Gipple Director

It was moved by VanWeelden seconded by Rouw to write a letter of support for the Conservation Department's new fitness/play system at White Oak Conservation Area. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to write a letter of support for the grant request for the benches, flower pots and trash receptacles to be used in our Downtown Streetscape Project. Letter to be written to the Mahaska County Community Foundation. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to open the public restrooms for Art on the Square to be held on June 13, 2009. Restrooms to be open from 6 A.M. to 9 P.M. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to open the public restrooms for the Rollin' Oldies Car Club event to be held on July 25, 2009. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to open the public restrooms for the Sweet Corn Serenade on Thursday, August 6, 2009 until 9 P.M. All present voted aye. Motion carried.

Jon Sullivan gave the board members copies of the minutes of the East Central Iowa Transportation Coalition of February 24, 2009.

It was moved by VanWeelden seconded by Gordy to approve the application to AREA 15 for STP funding for Mahaska County's share of the proposed Hwy 63 Transportation Study. (Mahaska County's share is \$56,000.00.) Vote – 1-nay, 2-aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to amend the fiscal year 2009 Secondary Road Construction Program to include the stimulus money of \$363,595.00. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the fiscal year 2010 Secondary Road Construction Program. All present voted aye. Motion carried.

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

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor