

**August 13, 2012**

The Mahaska County Board of Supervisors met in special 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 – Ken Rozenboom, member – Henry W. VanWeelden. Also present were the following: Ken Allsup, Osky News; and Kay Swanson, Mahaska County Auditor.

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

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

Canvass of the Special Election held in Beacon on August 7<sup>th</sup> was held. It was moved by Rozenboom seconded by VanWeelden to approve the canvass of the Special Sewer and Water Election. All present voted aye. Motion carried. Results of the election can be found in the General Election Record Book in the Auditor's office.

It was moved by Rozenboom seconded by VanWeelden to approve the request of First Administrators that they be delegated the discretionary authority for the first appeal process. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rozenboom to approve the following Agreement with Mahaska County Hospital d/b/a Mahaska Health Partnership. All present voted aye. Motion carried.

#### AGREEMENT

**AGREEMENT MADE** and executed this 1 day of July, 2012 by and between the Mahaska County Hospital doing business as 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. Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

**Whereas**, the county is desirous of entering into an agreement for the provision of services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified needs and submitted to the Contractor.

**Whereas**, the parties understand that this agreement relates to services imposed upon the board by statute or administrative rule. Services shall be provided in compliance with IAC

641-80 and as identified in the grant application proposed changes in service shall be based upon identified needs and submitted to the Contractor.

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

1. This agreement shall be effective commencing July 1, 2012, and shall continue until June 30, 2013.
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 by the and IAC 641-80. The hospital and Board of Health 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 hospital's 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 agree 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 \$125,000 (with the proposed budget of \$70,000 for Public Health services and \$55,000 for Home Care Aide services) contracted and rendered in FY 12/13 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 to the hospital for services provided pursuant to this agreement 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 there under 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 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 the 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 one-year term. An addendum which includes the LPHS contract face sheet attachment represents the Local Public Health Services Grant awarded for FY 12/13.

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.

\_\_\_\_\_  
Mahaska Health Partnership, CEO

Date

s/Greg Gordy \_\_\_\_\_

Mahaska County Board of Supervisors  
Chairman

Date 8/13/12

\_\_\_\_\_  
Mahaska County Board of Health

Date

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

\_\_\_\_\_  
Greg Gordy, Chairman

Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_  
Kay Swanson, Mahaska County Auditor