

## June 16, 2003

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor courtroom of the Mahaska County courthouse. Present were the following board members: Lawrence Rouw; Henry W. VanWeelden, and Greg Gordy.

Also present were the following: Joleen Arnold, Mahaska County CPC; Sharon Watson, CPC office; Connie Kitzman, Relief Director; Laura Buch, CPC Office; Charles Stream, Mahaska County Attorney; Jerome Nusbaum, Mahaska County Engineer; Howard Gay, Secondary Road Foreman; Lori Faybik, Ottumwa Courier; Jerry Veldhuizen, Case Implement; Michelle Moore, Mahaska County Agricultural and Rural Development Committee; Terry Brady, Eddyville City Council; Richard Thompson, Eddyville Mayor; Phyllis Kelsey, Eddyville City Council; Kay Swanson, County Auditor

Chairman Gordy opened the meeting with a moment of silence.

It was moved by VanWeelden seconded by Rouw to approve the agenda with the addition of the Veterans Affairs monthly report. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes of June 2<sup>nd</sup>. All present voted aye. Motion carried.

Michelle Moore from the Mahaska County Agricultural and Rural Development committee gave her monthly report. She gave each board member a brochure on the Mahaska County Revolving Loan Fund.

It was moved by VanWeelden seconded by Rouw to approve the request of the Oskaloosa Area Chamber & Development Group to have the public restrooms open for the Sweet Corn Serenade on July 31<sup>st</sup>. All present voted aye. Motion carried.

Joleen Arnold, Mahaska County CPC and her staff discussed the matter of courthouse space with the board. Henry W. VanWeelden will investigate some possible properties.

It was moved by VanWeelden seconded by Gordy to not approve the contract with Pine Rest Christian Mental Health Services of Pella due to support for our local mental health center. All present voted aye. Motion carried.

The payee verification for Gilbert Fleener was placed on file.

It was moved by Rouw seconded by VanWeelden to approve the following resolution. All present voted aye. Motion carried.

## **RESOLUTION**

### **MAHAKSA COUNTY BOARD OF SUPERVISORS**

Authorization to Participate in the Southeast Iowa Contracting Consortium 28E Agreement

WHEREAS, the Mahaska County Board of Supervisors desires to cooperate in ways of mutual advantage to contract for services to meet Mahaska County residents' needs in the area of mental health, mental retardation, and developmental disabilities, and

WHEREAS, there is opportunity for the Board of Supervisors to extend there participation in the Southeast Iowa Contracting 28E Agreement (hereafter referred to as the "Agreement") to realize the advantages of a nine (9) county contracting consortium and,

WHEREAS, the Board of Supervisors agrees to abide by the guidelines set forth in the Agreement

NOW BE IT RESOLVED that the Board of Supervisors authorizes its member of the Southeast Iowa Contracting Consortium Board of Directors to act on the Board of Supervisors behalf to continue the 28E Agreement as presented and approved by the Southeast Iowa Contracting Consortium Board of Directors for the year July 1, 2003 until June 30, 2004.

AUTHORIZED BY THE MAHAKSA COUNTY BOARD OF SUPERVISORS ON THIS THE 16<sup>th</sup> DAY OF JUNE 2003.

Signed by:

s/Greg Gordy  
Chair, Mahaska County Board of Supervisors

Attested by:

s/Kay Swanson  
Auditor, Mahaska County

It was moved by VanWeelden seconded by Rouw to change the name of Mahaska State Bank to MidWestOne Bank & Trust on the list of official depositories for Mahaska County. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the following RAGBRAI Resolution. All present voted aye. Motion carried.

## RESOLUTION

**WHEREAS** RAGBRAI will be coming through Mahaska County on July 23 and July 24, 2003, and

**WHEREAS** the safety of the bicyclists and other members of the general public is of primary concern, and

**WHEREAS** it may be necessary to close roads and/or redirect traffic in order to provide for the safety of all involved.

**NOW THEREFORE BE IT RESOLVED** that on July 23 and July 24, 2003, without additional approval by the Mahaska County Board of Supervisors or County Engineer, any peace officer, including sheriff's deputies, city police officers, and state troopers, may as necessary block any county roadway, place barricades upon any roadway, and/or redirect traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within Mahaska County.

s/Greg Gordy  
Greg Gordy, Chairman  
Mahaska County Board of Supervisors

ATTEST:

s/ Kay Swanson  
Kay Swanson, Auditor

It was moved by VanWeelden seconded by Rouw to approve the HIPPA notice of Practices and to have the auditor publish the document. All present voted aye. Motion carried.

## MAHASKA COUNTY NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION  
ABOUT YOU MAY BE USED AND DISCLOSED  
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREULLY.

**If you have any questions about this Notice of Privacy Practices contact Mahaska County's Privacy Officer:**

Charles A. Stream  
Mahaska County Attorney  
Courthouse  
Oskaloosa, IA 52577  
(641) 673-9819

This Notice of Privacy Practices describes how Mahaska County, hereinafter referred to as "the County", may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

The County is required to abide by the terms of this Notice of Privacy Practices. The County may change the terms of this notice, at any time. The new notice will be effective for all protected health information that the County maintains at that time. Upon request, the County will provide you with any revised Notice of Privacy Practices.

**PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

Your protected health information may be used and disclosed by the County for the purpose of providing or accessing health care services for you. Your protected health information may also be used and disclosed to pay your health care bills and to support the business operation of the County.

The following categories describe ways that the County is permitted to use and disclose health care information. Examples of types of uses and disclosures are listed in each category. Not every use or disclosure for each category is listed; however, all of the ways the County is permitted to use and disclose information falls into one of these categories:

**1. Treatment**

The County may use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party that has already obtained your permission to have access to information, as necessary, to a home health agency that provides care to you. Another example is that protected health information may be provided to a facility which you have been referred to ensure that the facility has the necessary information to treat you.

**2. Payment**

The County may use and disclose health care information about you so that the treatment and services you receive may be billed to and payment may be collected from you, an insurance company or a third party. The County may also discuss your protected health information about a service you are going to receive to determine whether you are eligible for the service, and for undertaking utilization review activities. For example, authorizing a service may require that your relevant protected health information be discussed with a provider to determine your need and eligibility for the service.

### 3 Healthcare Operations

The County may use or disclose, as needed, your protected health information in order to support its business activities. These activities include, but are not limited to, quality assessment activities, employee review activities, licensing and conducting or arranging for other business activities. For example, the County may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment or to provide information about alternate services or other health-related benefits.

The County may share your protected health information with third party “business associates” that perform various activities (e.g., billing, transportation services) for the County. Whenever an arrangement between the County and a business associate involves the use or disclosure of your protected health information, the County will have a written contract that contains terms that will protect the privacy of your protected health information.

## USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION REQUIRING YOUR WRITTEN AUTHORIZATION

Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that the County has taken an action in reliance on the use or disclosure indicated in the authorization.

The County may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then the County may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

### 1) Others Involved in Your Healthcare

Unless you object, the County may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person’s involvement in your health care. If you are unable to agree or object to such a disclosure, the County may disclose such information as necessary if the County, based on its professional judgment, determines that it is in your

best interest. The County may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, the County may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

## 2) Emergencies

The County may use or disclose your protected health information in an emergency treatment situation. If this happens, the County shall try to obtain your acknowledgment of receipt of the Notice of Privacy Practices as soon as reasonably practicable after the delivery of treatment.

## OTHER PERMITTED AND REQUIRED USES AND DISCLOSURES THAT MAY BE MADE WITHOUT YOUR AUTHORIZATION OR OPPORTUNITY TO OBJECT

The County may use or disclose your protected health information in the following situations without your consent or authorization. These situations include:

### 1) Required By Law

The County may use or disclose your protected health information to the extent that the use or disclosure is required by law. You will be notified, as required by law, of any such uses or disclosures.

### 2) Public Health

The County may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law-to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. The County may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

### 3) Communicable Diseases

The County may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease.

### 4) Health Oversight

The County may disclose your protected health information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

### 5) Abuse or Neglect

The County may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, the County may disclose your protected health information if it believes that you have been a

victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

#### 6) Food and Drug Administration

The County may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

#### 7) Legal Procedures

The County may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

#### 8) Law Enforcement

The County may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that crime occurs on county premises, and (6) medical emergency (not on the county's premises) and it is likely that a crime has occurred.

#### 9) Coroners, Funeral Directors, and Organ Donation

The County may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties. We may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.

#### 10) Research

The County may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information.

#### 11) Criminal Activity

Consistent with applicable federal and state laws, the County may disclose your protected health information, if it believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. The county may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend this individual.

#### 12) Military Activity and National Security

When the appropriate conditions apply, the County may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. The County may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized.

#### 13) Worker's Compensation

Your protected health information may be disclosed by the County as authorized to comply with workers' compensation laws and other similar legally-established programs.

#### 14) Inmates

The County may use or disclose your protected health information if you are an inmate of a correctional facility and the County created or received your protected health information in the course of providing care to you.

#### 15) Required Uses and Disclosures

Under the law, the County must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine County compliance with the requirements of 45 C.F.R. section 165.500 et. seq.

### **YOUR RIGHTS**

The following are a list of your rights with respect to your protected health information and a brief description of how you may exercise these rights:

#### **RIGHT TO INSPECT AND COPY YOUR PROTECTED HEALTH INFORMATION**

This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as the County maintains the protected health information. A "designated record set" contains medical and billing records and any other records that the County uses in making decisions about you.

Under federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, you may have a right to have this decision reviewed. Please contact the County Privacy Contact if you have any questions about access to your medical record.

#### **RIGHT TO REQUEST A RESTRICTION OF YOUR PROTECTED HEALTH INFORMATION**

This means you may ask the County not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

The County is not required to agree to a restriction that you may request. If the County believes that it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If the County does agree to the requested restriction, it may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with the County. You may request a restriction in writing to the County Privacy Officer.

#### RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS FROM THE COUNTY BY ALTERNATIVE MEANS OR AT AN ALTERNATE LOCATION

The County will accommodate reasonable requests. The County may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. The County will not request an explanation from you as to the basis for the request. Please make this request in writing to the County Privacy Contact.

#### RIGHT TO REQUEST AN AMENDMENT TO YOUR PROTECTED HEALTH INFORMATION

This means you may request an amendment of protected health information about you in a designated record set for as long as the County maintains this information. In certain cases, the County may deny your request for an amendment. If the County denies your request for an amendment, you have the right to file a statement of disagreement with the County and the County may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

#### RIGHT TO RECEIVE AN ACCOUNTING OF CERTAIN DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures the County may have made to you, to family members or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these disclosures that occur after April 14, 2003.

#### RIGHT TO OBTAIN A PAPER COPY OF THIS NOTICE

You have the right to obtain a paper copy of this notice, upon request, even if you have agreed to accept this notice electronically.

#### COMPLAINTS

You may file a complaint to the County or to the Secretary of Health and Human Services if you believe your privacy acts have been violated by the County. You may file a complaint against the County by notifying the County Privacy Officer. The County will not retaliate against you for filing a complaint.

You may contact the County Privacy Officer, Charles A. Stream, Mahaska County Attorney, at (641) 673-9819 for further information about the complaint process.

This notice was published and becomes effective on \_\_\_\_\_

It was moved by Rouw seconded by VanWeelden to approve the Business Associate Agreement for HIPAA. All present voted aye. Motion carried.

## **BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_ 2003, is by and between \_\_\_\_\_ ("Business Associate") and \_\_\_\_\_ ("County").

The statements and intentions of the parties, to this Agreement, are as follows:

The U.S. Department of Health and Human Services ("HHS") has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information ("HIPAA Privacy Provisions"); obtained, created or maintained by certain entities; and

The HIPAA Privacy Provisions require County to enter into this Agreement with Business Associate in order to protect the privacy of individually identifiable health information maintained by County ("Protected Health Information" or "PHI"); and

County and Business Associate are committed to complying with the HIPAA Privacy Provisions and this Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, or created or received by, Business Associate from or on behalf of County, will be handled between Business Associate and County and with third parties.

In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Business Associate as follows:

### **SECTION 1 Responsibilities of Business Associate**

#### Section 1.1 Uses and Disclosures of PHI.

Business Associate shall ensure that any director, officer, employee, contractor or other agent of Business Associate does not use or disclose any PHI in any manner that violates

either the HIPAA Privacy Provisions or state law. Business Associate may use any PHI it receives from or creates or maintains on behalf of County (a) for performance of any contractual obligations between County and Business Associate; (b) for performance of its management and administrative functions; (c) for performance of Business Associate's legal responsibilities, or (d) as otherwise required by any federal, state or local law.

#### Section 1.2 Safeguards of PHI.

Business Associate shall use appropriate safeguards to maintain the security and privacy of PHI and to prevent unauthorized use and/or disclosure of such PHI. In addition, Business Associate shall provide County with information concerning the safeguards upon request.

#### Section 1.3 Disclosures to Third Parties.

Business Associate shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom PHI will be disclosed. The written statements shall assure (a) that PHI will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (b) that the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (c) that the third party will notify Business Associate of any instances in which confidentiality of PHI has been breached.

#### Section 1.4 Reporting Unauthorized Uses and Disclosures.

Business Associate shall report to County any and all unauthorized uses or disclosures of PHI made by the Business Associate or by any third party of the Business Associate within five (5) days from the date the Business Associate becomes aware of the violation. In addition, Business Associate shall report to County any sanction or remedial action taken or proposed to be taken with regard to the unauthorized use or disclosure and will cooperate with County in mitigating any harmful effects of such use or disclosure.

#### Section 1.5 Accounting of Disclosures.

Business Associate shall maintain an accounting of all disclosures of PHI not expressly authorized in this Addendum. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the PHI disclosed and the purpose of the disclosure. Upon written request from County, Business Associate shall provide, to County, an accounting of all disclosures within ten (10) working days from date of County's request.

#### Section 1.6 Records Available for HHS Inspection.

Business Associate shall make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of PHI received from, created by, or received by Business Associate on behalf of County to the Secretary of HHS for purposes of determining County's compliance with HIPAA Privacy Provisions.

#### Section 1.7 Records Available for County Inspection.

Business Associate shall, within ten (10) days of receipt of a written request from County, make available, to County, all records, books, agreements, policies and

procedures relating to the use and/or disclosure of PHI for the purpose of enabling County to determine Business Associate's compliance with the terms of this Addendum.

Section 1.8 Individual Request for Access.

Within five (5) days from the date Business Associate receives a request by County, Business Associate shall permit an individual to access requested PHI that Business Associate maintains. Business Associate shall allow an individual to access, inspect and or copy the requested PHI.

Section 1.9 Amendments to PHI.

Business Associate shall make an amendment to PHI upon request from County.

Section 1.10 Records after Termination of Agreement

Upon termination of the Business Associate and County agreement, Business Associate shall return or destroy all PHI that it maintains in any form, and shall retain no copies (of any format) of such information. If Business Associate and County agree that the return or destruction of the PHI is not feasible, Business Associate shall continue to extend the protections of this addendum to said PHI, and limit further use of the said PHI to those purposes that make the return or destruction of the PHI infeasible. The provisions of this section shall survive termination or the agreement.

**SECTION 2**  
**Responsibilities of County**

Section 2.1 Authorizations.

County shall notify Business Associate of any changes in, or withdrawal of, the consent or authorization provided to County by individuals.

Section 2.2 Restrictions.

County shall notify Business Associate, in a timely written manner of any restrictions to the use and/or disclosure of PHI agreed to by County.

**SECTION 3**  
**Term and Termination**

Section 3.1 Term.

The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement.

Section 7.4 Termination.

County shall have the right to terminate this Agreement immediately by giving written notice to Business Associate upon the occurrence of Business Associate's material breach of any of the terms or obligations of this Agreement.

SECTION 4  
Notices

Section 4.1 Notices to County.

Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

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Attention: \_\_\_\_\_

Section 4.2 Notices to Business Associate.

Any notice, request, demand, waiver, consent, approval or other communication to Business Associate which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

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Attention: \_\_\_\_\_

**SECTION 5  
Other Terms and Conditions**

Section 5.1 Amendment.

This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Business Associate and if Business Associate does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 5.2 Regulatory Amendment.

County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Business Associate of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 5.3 Entire Agreement

This Agreement and attachments attached hereto constitute the entire agreement between County and Business Associate, and supersedes or replaces any prior agreements between County and Business Associate relating to its subject matter.

Section 5.4 Invalidity.

If any term, provision or condition of this Agreement shall be determined 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 parties to this Agreement.

Section 5.5 No Waiver.

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY

BUSINESS ASSOCIATE

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

It was moved by Rouw seconded by VanWeelden to approve the HIPPA Violation Sanction Policy. This needs to be passed out with the next paychecks. All present voted aye. Motion carried.

**HIPPA VIOLATION SANCTION POLICY**

In the event that you as an employee of Mahaska County are responsible for a Violation of the County’s Privacy Practices and/or violate the Health Insurance Portability and Accountability Act of 1996 (HIPPA), the following sanction guideline would apply:

**Definition of Offense:**

Class I Offenses:

- (1) Accessing information that you do not need to know to do your job;
- (2) Sharing your computer access codes (user name & password);
- (3) Leaving your computer unattended while you are logged into a PHI program;
- (4) Sharing PHI with another employee without authorization;
- (5) Copying PHI or changing PHI without authorization;
- (6) Discussing confidential information with an unauthorized person or discussing confidential information in a public area where the public could overhear the conversation; or

- (7) Failure to cooperate with privacy officer.

Class II offenses:

- (1) Second offense of any class I offense (does not have to be the same offense);
- (2) Unauthorized use or disclosure of PHI;
- (3) Using another person's computer access codes (user name & password); or
- (4) Failure to comply with a resolution, team resolution or recommendation.

Class III offenses:

- (1) Third offense of any class I offense (does not have to be the same offense);
- (2) Second offense of any class II offense (does not have to be the same offense);
- (3) Obtaining PHI under "false pretenses"; or
- (4) Using and/or disclosing PHI for commercial advantage, personal gain or malicious harm.

**Sanctions:**

Class I offenses shall include, but are not limited to:

- (a) verbal reprimand;
- (b) written reprimand in employee's personal file;
- (c) retraining on HIPPA Awareness and/or the proper use of internal forms and HIPPA required forms.

Class II offenses shall include, but are not limited to:

- (a) written reprimand in employee's personnel file;
- (b) retraining on HIPPA Awareness; retraining on County's Privacy Policy and how it impacts the said employee and said employee's department; and/or retraining on the proper use of internal forms and HIPPA required forms; or
- (c) suspension of employee (In reference to suspension period: minimum of one (1) day/ maximum of three (3) days).

Class III offenses shall include, but are not limited to:

- (a) termination of employment;
- (b) civil penalties as provided under HIPPA or other applicable Federal/State/Local law; or
- (c) criminal penalties as provided under HIPPA or other applicable Federal/State/Local law.

**Acknowledgment:**

I, the undersigned employee, hereby acknowledge receipt of a copy of the HIPPA Violation Sanction Policy for Mahaska County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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Signature of Employee

The matter of closing the courthouse for RAGBRAI tabled until next meeting.

It was moved by VanWeelden seconded by Rouw to open the public hearing for the vacating roads in Peoria. All present voted aye. Motion carried. There were no written or oral comments. It was moved by VanWeelden seconded by Rouw to close the public hearing. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the following final order on road vacation. All present voted aye. Motion carried.

**FINAL ORDER ON ROAD VACATION  
CODE 306.16**

**RESOLUTION**

**WHEREAS:** A hearing was held June 16<sup>th</sup>, 2003 on the matter of vacating and closure of a portion of Mahaska County Secondary Roads described as follows:

1. the East 1/2 of High Street adjacent to Lots 4 and 5 of Block 2, West Addition, Town of Peoria, Iowa. Said vacated street to be conveyed to Byron Eekhoff.
2. the 36.3 ft. Oak Street from the centerline of High Street east to the west right-of-way line of West Street (County Road T33), West Addition, Town of Peoria, Iowa. Said vacated street to be conveyed to Byron Eekhoff.

**WHEREAS:** All objections and/ or comments received at the June 16<sup>th</sup>, 2003 public hearing were dealt with by the Board of Supervisors.

**AND WHEREAS:** Said part of present right-of-way of the closed roads are no longer necessary or required for use by the public for highway purposes and will not hereafter be required for construction or maintenance purposes for any highway;

**NOW THEREFORE BE IT RESOLVED** by Mahaska County that said part of present right-of-way herein described, together with any and all right of Mahaska County in and to the same are hereby abandoned, and Mahaska County hereby disclaims any right, title or interest in and to said part of present right-of-way or to use thereof for any purposes whatsoever.

It was moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to deny any and all claims filed on any of the road closing acted on in this meeting, motion carried.

Signed this 16<sup>th</sup> day of June, 2003.

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Attest: County Auditor

It was moved by Rouw seconded by VanWeelden to approve the following transfer of jurisdiction in Eddyville. All present voted aye. Motion carried.

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION**

**County: Mahaska**

**Agreement No.: 2003-TJ-045**

**Project No.: TJ-137-3(47)- -2M-62**

This **AGREEMENT** entered into by and between the Iowa Department of Transportation, hereinafter referred to as STATE, and Mahaska County, hereinafter referred to as COUNTY; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

**WITNESSETH**, that

1. In compliance with the provisions of Iowa Code Sections 306.8 and 306.42, the STATE agrees to transfer to the COUNTY the public road segment including right-of-way as follows:

**That portion of U.S. 63 from the north corporation limits of the City of Eddyville extending northerly approximately 0.56 mile to the end of the public road segment as shown on Exhibit A attached.**

- A. The COUNTY agrees to accept the public road segment described in Section 1 of this agreement into its secondary road system in accordance with the provisions of Iowa Code Section 306.42 and this Agreement.
- B. The COUNTY and STATE do hereby jointly agree to the jurisdictional change stated above in the manner provided in this Agreement and pursuant to Iowa Code Sections 306.42 and 313.2 which authorize such Agreements respecting highways.
- C. The COUNTY and the STATE have examined the physical condition of the public road segment described in Section 1 of this agreement and have agreed that:
  - i. The STATE will transfer funds to the COUNTY in the amount of \$91,000 which is the total estimated cost to patch the existing roadway and overlay (fill-width - 28 feet) with 3.5 inches of Hot Mix Asphalt (HMA), place rock shoulder material to the surface elevation of new

HMA to restore the shoulder surface to a 4% cross slope, place new pavement markings and make appropriate repairs to existing drainage structures (along with reasonable repairs to ditch drainage).

- D. The transfer of jurisdiction of the public road segment described in Section 1 of this agreement shall take place following the execution of this agreement by both the COUNTY and the STATE as follows:
- i. The COUNTY shall assume jurisdiction of the public road segments described in Section 1 of this agreement upon the completion and opening to traffic of the Eddyville Bypass, upon receipt of the lump sum payment of \$91,000 from the STATE and upon notification to the COUNTY of the time and date of the STATE'S intention to transfer.
2. The COUNTY has inspected the public road segment described in Section 1 of this agreement and agrees to accept said road subject to the conditions set forth herein. In accordance with Iowa Code Section 306.42(6), neither the COUNTY nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment described in Section 1 of this agreement that occurred prior to the effective date of the transfer.
  3. The STATE shall transfer to the COUNTY by quit-claim deed all its legal or equitable title or interest in the right-of-way, except as noted in Section 4 following, of the public road segment described in Section 1 of this agreement. The COUNTY shall accept said deed, pursuant to Iowa Code Section 306.42.
  4. If the STATE has acquired access rights by warranty deed for the public road segment described in Section 1 of this agreement, the COUNTY shall not, within 150 feet of the edge of any intersecting primary highway, either alter those rights or allow any new access.
  5. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
  6. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
  7. This Agreement as set forth in Sections 1 through 7 herein, including referenced exhibits, constitutes the entire Agreement between the COUNTY and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this agreement are not

binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the STATE and the COUNTY.

**IN WITNESS THEREOF**, each of the parties hereto has executed Agreement No. 2003-TJ-045 as of the date shown opposite its signature hereafter.

**MAHASKA COUNTY:**

**BY:** \_\_\_\_\_  
Title: Chairman, Board of Supervisors

Date: 6/16/2003

I, Kay Swanson, certify that I am the Auditor of the COUNTY, and that Greg Gordy, who signed said Agreement for and on behalf of the COUNTY was duly authorized to execute the same by virtue of a formal motion passed and adopted by the COUNTY on the 16<sup>th</sup> day of June ,2003.

Signed \_\_\_\_\_  
**Mahaska County Auditor**

Date: \_\_\_\_\_, 2003

**IOWA DEPARTMENT OF TRANSPORTATION:**

**BY:** \_\_\_\_\_  
Larry E. Jackson  
District Engineer  
District 5.

Date: \_\_\_\_\_ .

Comm. Order No.

The Board canvassed the Special Franchise Election in Leighton on June 10, 2003. The franchise election was for Mahaska Rural Water Systems. The measures passed 35 yes votes and 0 no votes.

It was moved by VanWeelden seconded by Rouw to approve the Crop Walk route to be held on September 21<sup>st</sup> 2003. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the Timber Creek SD plat a subdivision of the North Half of the SW quarter and the South half of the Northwest Quarter of Section 35 Township 74 Range 15. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the following resolution for Lakonta and to issue a quit claim deed for these lots. All present voted aye. Motion carried.

## RESOLUTION

WHEREAS, the Mahaska County Board of Supervisors executed a quit claim deed June 26, 1990, which deed was filed August 14, 1990, in Book 248, page 323 of the Mahaska County Records, in which they conveyed title to the following described real estate in Mahaska County, Iowa, to-wit:

All of Elm Street, beginning at the Southwest corner of Block 12, thence Easterly to the center of the alley of Block 12, and the S ½ of Elm Street, beginning at the center of the alley in Block 12, thence Easterly to the center of the alley in Block 3, and all of Elm Street, beginning at the center of the alley in Block 3, thence Easterly to the center of the alley in Block 4, and all of Main Street, beginning at the North line of Elm Street, thence Northerly to the North line of Lot 13, Block 4 all in the Town of Lakonta (Truax), Mahaska County, Iowa, and the West ½ of alley in Block 12, beginning at the North line of Elm Street, thence Northerly to the South line of Oak Street, and the E ½ of alley in Block 3, beginning at the North line of Elm Street, thence Northerly to the North Line of Lot 3, Block 3, all in the Town of Lakonta (Truax), Mahaska County, Iowa,

to Delbert E. Richards and Leona M. Richards, husband and wife; and

WHEREAS, there was no publication of notice of public hearing or any public hearing held at that time with respect to said sale; and

WHEREAS, the Mahaska County Board of Supervisors gave notice of hearing to dispose of the above described real estate, which was published as required by law; and

WHEREAS, hearing was held on October 7, 2002, with respect to disposal of the above described real estate; and

WHEREAS, the Board of Supervisors approved the sale of said real estate at said meeting by unanimous vote; and

WHEREAS, said Resolution did not specify the persons to whom title was to be conveyed; and

WHEREAS, both Delbert E. Richards and Leona M. Richards, husband and wife, are deceased; and

WHEREAS, Delbert E. Richards conveyed all property of every kind and nature owned by him to his wife, Leona M. Richards; and

WHEREAS, Leona M. Richards devised said real estate to Ronald D. Richards;  
and

WHEREAS, a Resolution should be adopted specifying that title to said real estate be conveyed to said Ronald D. Richards by the Mahaska County, Iowa, Board of Supervisors, and the Chairman of the Mahaska County Board of Supervisors should be authorized to execute and deliver a quit claim deed to Ronald D. Richards with respect to said real estate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mahaska County, Iowa, that Greg Gordy, Chairman of the Mahaska County Board of Supervisors, be and he is hereby authorized to execute and deliver a quit claim deed conveying title to the above described real estate to Ronald D. Richards.

PASSED AND APPROVED this 16<sup>th</sup> day of June, 2003.

Mahaska County Board of Supervisors

s/ Greg Gordy  
Greg Gordy, Chairman

ATTEST: s/Kay Swanson  
Kay Swanson, Auditor

It was moved by Rouw seconded by VanWeelden to approve the following C Road resolutions. All present voted aye. Motion carried.

## RESOLUTION

### AREA SERVICE "C" ROADS

**WHEREAS:** Mahaska County desires to classify certain roads on the area service system in the County to provide for a minimal level of maintenance and access by means of a gate or barrier; and

**WHEREAS:** the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service "C" roads pursuant to Iowa Code Section 309.57 (1995) as amended by House File 419 (1996); and

**WHEREAS:** the County has received a petition, attached to this resolution, signed by all landowners adjoining the road, requesting that the following road be classified as an Area Service "C" road:

*Beginning at a point approximately 33 feet east of the NW corner of section 35-75-15; thence easterly 1.0 mile on 270<sup>th</sup> Street to the NE corner of said section; thence southerly 0.5 miles on Rowland Avenue to the east 1/4 corner of said section.*

1. Blading: Blading or dragging will not be performed on a regular basis.
2. Snow and Ice Removal: Snow and ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. Bridges: Bridges on Area Service "C" roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. Weeds, Brush, and Trees: Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained on a regular road.
5. Structures: Bridges and culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structure will be for traffic thereon.
6. Road Surfacing: There will be no surfacing materials applied to Area Service "C" roads.
7. Shoulders: Shoulders will not be maintained.
8. Crown: A crown will not be maintained.
9. Repairs: There will be no road repairs on a regular basis.
10. Uniform Width: Uniform width for the traveled portion of the road will not be maintained.
11. Inspections: Regular inspections will not be conducted.
12. Gate: The gate shall be purchased and installed by the County and maintained by the adjoining landowners. If not so maintained, the County may remove the gate; and

**WHEREAS**, the only persons who will have access rights to the road shall be:

- a. the owner, lessee, or person in lawful possession of any adjoining land,
- b. the agent or employee of the owner, lessee or person in lawful possession of any adjoining land,
- c. any peace officer,
- d. any magistrate,

- e. any public employee whose duty it is to supervise the use or perform maintenance of the road,
- f. any agent or employee of any utility located upon the road.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MAHASKA COUNTY** that this County does hereby establish the road described as an Area Service “C” road, with restricted access and a minimal level of maintenance.

Enacted this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor



**RESOLUTION**

**AREA SERVICE “C” ROADS**

**WHEREAS:** Mahaska County desires to classify certain roads on the area service system in the County to provide for a minimal level of maintenance and access by means of a gate or barrier; and

**WHEREAS:** the County, after consultation with the County Engineer, has the authority to specify certain roads within the County as Area Service “C” roads pursuant to Iowa Code Section 309.57 (1995) as amended by House File 419 (1996); and

**WHEREAS:** the County has received a petition, attached to this resolution, signed by all landowners adjoining the road, requesting that the following road be classified as an Area Service “C” road:

*Queens Avenue beginning near the North ¼ Corner of Section 35, Township 75 North, Range 15 West of the 5<sup>th</sup> P.M., Mahaska County, Iowa; thence southerly along the centerline of said roadway a distance of 450 feet and terminating at that point.*

1. Blading: Blading or dragging will not be performed on a regular basis.

2. Snow and Ice Removal: Snow and ice removal will not be performed on a regular basis. Sanding and salting will not be performed on a regular basis.
3. Bridges: Bridges on Area Service “C” roads may not be maintained to carry legal loads but will be posted as appropriate to advise of any load limitations.
4. Weeds, Brush, and Trees: Mowing or spraying weeds, cutting brush and tree removal will not be performed on a regular basis. Adequate sight distances will not be maintained on a regular road.
5. Structures: Bridges and culverts may not be maintained on a regular basis to carry legal loads. Upon failure or loss, the replacement structure will be for traffic thereon.
6. Road Surfacing: There will be no surfacing materials applied to Area Service “C” roads.
7. Shoulders: Shoulders will not be maintained.
8. Crown: A crown will not be maintained.
9. Repairs: There will be no road repairs on a regular basis.
10. Uniform Width: Uniform width for the traveled portion of the road will not be maintained.
11. Inspections: Regular inspections will not be conducted.
12. Gate: The gate shall be purchased and installed by the County and maintained by the adjoining landowners. If not so maintained, the County may remove the gate; and

**WHEREAS**, the only persons who will have access rights to the road shall be:

- a. the owner, lessee, or person in lawful possession of any adjoining land,
- b. the agent or employee of the owner, lessee or person in lawful possession of any adjoining land,
- c. any peace officer,
- d. any magistrate,
- e. any public employee whose duty it is to supervise the use or perform maintenance of the road,
- f. any agent or employee of any utility located upon the road.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MAHASKA COUNTY** that this County does hereby establish the road described as an Area Service “C” road, with restricted access and a minimal level of maintenance.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor



The matter of the sale of the Beacon Shop was tabled.

It was moved by Rouw seconded by Gordy to approve the purchase of a McCormick MTX125 tractor from Oskaloosa Implement for \$47,225.00. VanWeelden abstained. Gordy and Rouw voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to purchase a Caterpillar 236 skid loader from Ziegler, Inc. for \$22,500.00. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the bid for Division 1 and 2 from Norris Asphalt Paving Co. for Queens Ave project. This is project number L-SP14,23(01)-03. All present voted aye. Motion carried.

Two members of the Poweshiek County Board of Supervisors met with the board to discuss budgets, sharing of equipment, state funding cuts; etc.

It was moved by VanWeelden seconded by Rouw to approve the proposal to update the Mahaska County Comprehensive Plan with Debbie Stevens at the Success Center with the cost not to exceed \$4000.00. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to not sign the three year agreement for telephone service with Iowa Telecom at this time. All present voted aye. Motion carried.

The engineer discussed salaries for the non-union secondary road employees. It was moved by Rouw seconded by VanWeelden to approve the recommendation of the engineer to set the salary for Joe Albright \$43,160.00; Howard Gay at \$19.60 per hour. The salary for Colette Scott was tabled until July 1, 2003 meeting. All present voted aye. Motion carried.

Lawrence Rouw gave his committee report about the MCARD meeting he had attended.

It was moved by VanWeelden seconded by Rouw to approve the Monthly Report of the Veteran Affairs Commission for May, 2003. All present voted aye. Motion carried.

The matter of the letter from the Veteran Affairs Commission was tabled.

It was moved by Rouw seconded by VanWeelden to approve the request of the Sheriff to place Renee Steinke on the payroll in the sheriff's office at a salary of \$29,690.00 beginning May 26, 2003. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to go into closed session to discuss litigation pursuant to Iowa Code Section 21.5(1)c. Rouw – aye; VanWeelden – aye; Gordy – aye. It is 1:35 p.m.

It was moved by Rouw seconded by VanWeelden to return to open session at 1:45 p.m. Rouw – aye; Gordy – aye; VanWeelden – aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the same motion as had been approved on February 3, 2003 Roll call vote – Rouw – aye; VanWeelden – nay; Gordy – aye. The motion on February 3 was - *It was moved by Rouw seconded by VanWeelden to approve the request of the County Attorney to place Carrie Ferguson on the payroll effective February 1, 2003 at part time with hourly wage of \$9.00 and no benefits. All present voted aye. Motion carried.*

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

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Chairman, Mahaska County  
Board of Supervisors

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