

June 6, 2005

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 – Henry W. VanWeelden; Vice Chairman – Greg Gordy; Member – Lawrence Rouw. Also present were the following: Scott Dailey, KBOE Radio; Sone Scott, Mahaska County Treasurer; Charles Stream, Mahaska County Attorney; Joleen Arnold, Mahaska County CPC; Lyle VanderMeiden; Margaret Ratcliff; Jerome Nusbaum, Mahaska County Engineer; Howard Gay, Mahaska County Secondary Road Department; Gary Mooney, Rexco Inc.; Tunis Kelderman, Don Houk, Martin Long, Ken Rozenboom, Lin Yoder, Tom Hartley and Kay Swanson, Mahaska County Auditor.

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

It was moved by Gordy seconded by Rouw to approve the agenda with the following additions: Add Lyle VanderMeiden and air conditioning for little room on third floor. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the minutes of May 16th. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to approve the bills for May, 2005 in the amount of \$605,867.76 and payroll in the amount of \$391,976.80. Vote was two aye – one nay. Motion carried.

It was moved by Gordy seconded by Rouw to approve the following contract for Mental Health Services between Mahaska County and Mahaska Health Partnership Community Health. All present voted aye. Motion carried.

**CONTRACT FOR MENTAL HEALTH SERVICES
BETWEEN MAHASKA COUNTY AND
MAHASKA HEALTH PARTNERSHIP COMMUNITY HEALTH**

THIS AGREEMENT entered into this 1st day of July, 2005 by and between Mahaska County, and legal subdivision of the subdivision of the State of Iowa, hereinafter referred to as "County", and Mahaska Health Partnership Community Health, a non-profit agency, hereinafter referred to as provider.

Now, therefore the parties do hereby mutually agree as follows:

I. The County agrees:

1. To provide training on the CPC process.
2. Issue funding agreement when appropriate.
3. Pay all claims in a timely fashion.

4. Will comply with all state and federal laws / rules on confidentiality.
5. Will comply with HIPAA guidelines.
6. Will comply with the Mahaska County managed care plan.
7. Will assist in completing CPC Applications for new clients.

11. The Provider agrees:

1. To provide mental health services as outlined in provider profile at rates outlined in provider profile.(see attached)
2. To comply with all federal / state rules / laws.
3. To comply with HIPAA guidelines.
4. To provide billing in a timely manner.
5. Comply with Mahaska County managed care plan.
6. Will assist in completing CPC Applications or refer client directly to CPC for assistance.

111. The County and Provider mutually agree:

A. Effective date:

1. This agreement shall begin on July 1, 2005 at 12:01 AM.
2. This agreement shall end on June 30, 2006, at 12:00 midnight.

B. Assurance of Civil, Human and Legal Rights of County Residents:

1. The civil, human and legal rights of County residents utilizing the services of the provider shall be protected, specifically including the right to decline disclosure of the resident's name, or other readily recognizable identifying information.
2. The refusal of a County resident to disclose information, or to secure information, or to secure information about him or her, by the staff of the Provider shall not be justification for denying the clinical services to said County resident, except in cases in which such disclosures or securing information is deemed by the County as necessary to the effective utilization of said services, or as may be required by Iowa Law.

C. Renegotiation or Modification:

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing duly signed, and attached to the original of this agreement. The parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations make amendment to this agreement necessary.

D. Financial Support Plan:

1. Funding of all third party insurance options will be reasonably pursued for reimbursement prior to county coverage.
2. Reimbursement rates listed as an attachment in the provider profile will be followed for county eligible clients.

E. Termination:

This agreement, or part of this agreement, may be terminated by either party at any time, upon no less than six months notice in writing to the other party. Said notice shall be delivered by certified mail or in person.

F. All terms and conditions included in agreement:

This agreement contains all terms and conditions agreed upon by the parties. No other agreements oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist, or to bind any of the parties hereto.

The parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

Mutually agreed this 1st day of July, 2005.

By: s/ Deb Beaty, Director
MAHASKA HEALTH PARTNERSHIP COMMUNITY HEALTH
TITLE: Director
Date signed: 4-25-05

BY: s/Henry W. VanWeelden
FOR MAHASKA COUNTY STATE OF IOWA
TITLE: Chairman, Board of Supervisors
DATESIGNED: 6-6-05

It was moved by Gordy seconded by Rouw to approve the following contract for Mental Health Services between Mahaska County and V G Supported Employment. All present voted aye. Motion carried.

**CONTRACT FOR MENTAL HEALTH SERVICES
BETWEEN MAHASKA COUNTY AND
V G SUPPORTED EMPLOYMENT**

THIS AGREEMENT entered into this 1st day of July, 2005 by and between Mahaska County, and legal subdivision of the subdivision of the State of Iowa, hereinafter referred to as "County", and V G Supported Employment, a for-profit agency, hereinafter referred to as provider.

Now, therefore the parties do hereby mutually agree as follows:

I. The County agrees:

1. To provide training on the CPC process.
2. Issue funding agreement when appropriate.
3. Pay all claims in a timely fashion.
4. Will comply with all state and federal laws / rules on confidentiality
5. Will comply with HIPAA guidelines.
6. Will comply with the managed care plan.

11. The Provider agrees:

1. To provide mental health services as outlined in provider profile at rates outlined in provider profile (see attached)
2. To comply with all federal / state rules / laws.
3. To comply with HIPAA guidelines
4. To provide billing in a timely manner.
5. Comply with Mahaska County managed care plan.

111. The County and Provider mutually agree:

A. Effective date:

1. This agreement shall begin on July 1, 2005 at 12:01 AM.
2. This agreement shall end on June 30, 2006, at 12:00 midnight.

B. Assurance of Civil, Human and Legal Rights of County Residents:

1. The civil, human and legal rights of County residents utilizing the services of the provider shall be protected, specifically including the right to decline disclosure of the resident's name, or other readily recognizable identifying information.
2. The refusal of a County resident to disclose information, or to secure information, or to secure information about him or her, by the staff of the Provider shall not be justification for denying the clinical services to said County resident, except in cases in which such disclosures or securing information is deemed by the County as necessary to the effective utilization of said services, or as may be required by Iowa Law.

C. Renegotiation or Modification:

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing duly signed, and attached to the original of this agreement. The parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations make amendment to this agreement necessary.

D. Termination:

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

Mahaska County:

By: s/ Henry W. VanWeelden

Date: 6-6-05

St. Luke's Hospital:

By:

Print Name:

Print Title:

Date:

It was moved by Rouw seconded by Gordy to approve the contract for mental health services between Mahaska County and Mahaska Health Partnership New Directions. All present voted aye. Motion carried.

**CONTRACT FOR MENTAL HEALTH SERVICES
BETWEEN MAHASKA COUNTY AND
MAHASKA HEALTH PARTNERSHIP NEW DIRECTIONS**

THIS AGREEMENT entered into this 1st day of July, 2005 by and between Mahaska County, and legal subdivision of the subdivision of the State of Iowa, hereinafter referred to as "County", and Mahaska Health Partnership New Directions, a non-profit agency, hereinafter referred to as provider.

Now, therefore the parties do hereby mutually agree as follows:

I. The County agrees

1. To provide training on the CPC process.
2. Issue funding agreement when appropriate.
3. Pay all claims in a timely fashion
4. Will comply with all state and federal laws / rules on confidentiality.
5. Will comply with the managed care plan.

11. The Provider agrees:

1. To provide mental health services as outlined in provider profile at rates outlined in provider profile.(see attached)
2. To comply with all federal / state rules / laws.
3. To provide billing in a timely manner.
4. Comply with Mahaska County managed care plan.

111. The County and Provider mutually agree:

A. Effective date:

1. This agreement shall begin on July 1, 2005 at 12:01 AM.
2. This agreement shall end on June 30, 2006, at 12:00 midnight.

B. Assurance of Civil, Human and Legal Rights of County Residents:

1. The civil, human and legal rights of County residents utilizing the services of the provider shall be protected, specifically including the right to decline disclosure of the resident's name, or other readily recognizable identifying information.

2. The refusal of a County resident to disclose information, or to secure information, or to secure information about him or her, by the staff of the Provider shall not be justification for denying the clinical services to said County resident, except in cases in which such disclosures or securing information is deemed by the County as necessary to the effective utilization of said services, or as may be required by Iowa Law.

C. Renegotiation or Modification:

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing duly signed, and attached to the original of this agreement. The parties agree to renegotiate this agreement if Federal or State revision of any applicable laws or regulations make amendment to this agreement necessary.

D. Termination:

This agreement, or part of this agreement, may be terminated by either party at any time, upon no less than six months notice in writing to the other party. Said notice shall be delivered by certified mail or in person

E. All terms and conditions included in agreement:

This agreement contains all terms and conditions agreed upon by the parties. No other agreements oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist, or to bind any of the parties hereto.

The parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

Mutually agreed this 1st day of July, 2005.

BY: Richard A. Martin

MAHASKA HEALTH PARTNERSHIP NEW DIRECTIONS DATE SIGNED: 6- 2 -05

Title: Executive Director, New Directions

BY: Henry W. VanWeelden

DATE SIGNED: 6-6-05

For MAHASKA COUNTY STATE OF IOWA

TITLE: Chairman, Board of Supervisors

It was moved by Rouw seconded VanWeelden to approve the Veterans Affairs Commission monthly report for May 2005. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the request of the County Attorney to remove Richard Scott from the payroll effective May 23, 2005 and to

place Misty White-Reinier on the payroll effective May 19, 2005 at a salary of \$40,000.00 per year including full single medical benefits. Two aye - one nay. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the Treasurer to place Sheila MacKaig on the payroll in the driver's license department beginning May 31, 2005 at a salary of 60% of the Treasurer's salary. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the Treasurer to increase Danny Bridges salary to 65% of the Treasurer's salary effective July 1, 2005. All present voted aye. Motion carried.

The matter of discussion of travel expenses for Emergency Management was tabled.

It was moved by Rouw seconded by Gordy to approve the contract with Cost Advisory Services, Inc. for professional consulting services. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the Licensed Code Support Agreement with Solutions, Inc. for fiscal year 2005-2006. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the coverage documents for Heartland Insurance Risk Pool for insurance coverage for fiscal year 2005-2006. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the Retail Cigarette/Tobacco Permit for Casey's Marketing Co. #1026, 2023 Indian Way, Oskaloosa, IA 52577 for fiscal year 2005-2006. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rouw to approve the following 28E agreement with Mahaska Health Partnership. All present voted aye. Motion carried.

28E Agreement

Mahaska County and Mahaska County Hospital DBA Mahaska Health Partnership

The Mahaska County Hospital, a public hospital as defined in Iowa Code Chapter 347, as empowered under Chapter 347.14(13), and in the mutual exchange promises and other valuable consideration enter this 28E agreement with Mahaska County, a political subdivision of the State of Iowa by and through the Mahaska County Board of Supervisors, to effect a "general county purpose" as defined in the Iowa Code Chapter 33 1.441 and;

Whereas the Mahaska County Board of Supervisors desires to provide a Advanced Level county wide ambulance service, and;

Whereas the Mahaska County Board of Supervisors further desires to have such services under the supervision and direction of the Mahaska County Hospital DBA Mahaska Health Partnership Board of Trustees, and;

Mahaska County Hospital DBA Mahaska Health Partnership Board of Trustees agrees to provide the supervision of said services known as the Mahaska Hospital Emergency Services DBA Mahaska Ambulance.

Therefore, be it resolved by both entities as follows:

That the Mahaska County Hospital DBA Mahaska Health Partnership Board of Trustees agrees to operate the Mahaska Hospital Emergency Services DBA Mahaska Ambulance.

The purpose of this 28E Agreement is to make a uniform standard for a county-wide ambulance service which is directly responsible to the Mahaska County Board of Trustees and the Mahaska County Board of Supervisors. The day to day operation, maintenance, purchase, and decision making processes for the emergency medical ambulance services shall be delegated by the Board of Trustees for Mahaska County Hospital DBA Mahaska Health Partnership to the chief executive officer of the hospital who shall be responsible for the establishment and maintenance of a budget for the emergency medical ambulance service.

This agreement, once ratified by both entities, may be terminated by either party by giving 6 months written notice delivered to either the Auditor for the Mahaska County Board of Supervisors or the Administrator for the Mahaska County Hospital DBA Mahaska Health Partnership and the Chairman of the County Hospital DBA Mahaska Health Partnership Board of Trustees.

In accordance with Chapter 28E of the Iowa Code, a copy of this agreement shall be filed with the Secretary of State and recorded with Mahaska County Recorder.

s/Henry W. VanWeelden _____
Mahaska County Board of Supervisors
Chairman

Attest: s/Kay Swanson _____
Mahaska County Auditor

President Mahaska County Hospital
Board of Trustees

Attest: _____
Secretary-Treasurer

Lyle VanderMeiden spoke to the board concerning a recently installed stop sign on G5T and Adams Ave.

10:30 A.M. Open bids for Hydraulic Excavator:

Two bids were received:

Rexco Equipment Inc. \$116,100.00 net bid

Zeigler

\$174,677.00 net bid

It was moved by Rouw seconded by Gordy to approve the recommendation of the Engineer to approve the bid for the Linkbelt Excavator from Rexco Equipment. All present voted aye. Motion carried.

Margaret Ratcliff met with the board to discuss the Railroad Underpass near New Sharon on 135th Street. She presented the board with a petition to re-open the underpass.

Tunis Kelderman, Don Houk, Martin Long, Ken Rozenboom, Lin Yoder, and Tom Hartley discussed 230th Street from Highway 63 North to the west. They discussed the condition of the street as to dust, etc. The board will set up a meeting with the city officials, school board members and themselves to discuss the future use of this street.

It was moved by Rouw seconded by Gordy to approve the request of the engineer to increase the salary of Howard Gay to \$20.54 per hour effective July 1, 2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the engineer to increase the salary of Joe Albright to \$47,212.00 annually effective July 1, 2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the request of the engineer to increase the salary of Linda Forsythe to \$13.53 per hour effective July 1, 2005. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to increase the salary of Laverne Braden to \$9.00 per hour effective July 1, 2005. All present voted aye. Motion carried.

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

Henry W. VanWeelden, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor