

September 8, 2009

The Mahaska County Board of Supervisors met in regular session 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. Member Henry W. VanWeelden came later. Also present were the following: Scott Dailey, KBOE Radio, Duane Nollen, Oskaloosa Herald; Miranda Johnson, MCARD Director; Julie Bak, Mahaska County CPC; and Kay Swanson, Mahaska County Auditor.

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

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

It was moved by Rouw seconded by Gordy to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the minutes of August 17th and 28th. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the bills for August in the amount of \$732,394.05. All present voted aye. Motion carried.

Miranda Johnson, MCARD Director explained the request for revolving loan funds to the board from Sterling Transportation Service. It was moved by Rouw seconded by Gordy to approve this request for Revolving Loan Funds from Sterling Transportation Service. All present voted aye. Motion carried.

Julie Bak, Mahaska County CPC discussed the matter of having an on-call person in her department for after hours. The state is mandating this. This matter was tabled until next meeting when Julie will get some figures together.

It was moved by Rouw seconded by Gordy to approve the Veterans Affairs monthly report for July, 2009. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve the following 28E Agreement with University Park for the Sheriff's Department to provide law enforcement services. All present voted aye. Motion carried.

28E AGREEMENT

This Agreement, entered into by and between the Town of University Park, Iowa, a municipal corporation, hereinafter called "the Town", and Mahaska County, Iowa, a

political subdivision, hereinafter called "the County", is duly authorized by Chapter 28E of the Code of Iowa.

The Town desires to have law enforcement services and the County, through the Office of the Sheriff, has the manpower and equipment necessary to provide said services. Therefore, the said Town and County, in a spirit of cooperation between these public agencies, agree with each other under the following terms and conditions as follows:

1. The County shall provide, through the Office of the Sheriff, law enforcement services and all men and equipment necessary therefore to said Town.

2. The said law enforcement services shall consist of patrol and traffic enforcement which shall be provided to said Town for a minimum of eight hours per week.

3. The Town shall pay the County the sum of \$4,200.00 per year as reimbursement for expenses in relation to carrying out this Agreement.

4. The major portion of payment for said service shall be through the Town purchasing equipment for the office of the Sheriff and receiving credit for the cost thereof. The said equipment shall be selected and approved in advance by the Sheriff. Any balance shall be paid to the General Fund of the County.

5. The duration of this Agreement shall be for one year and neither party may terminate it without the express written permission of the other party.

6. The Agreement shall commence on the 1st day of July, 2009

7. This Agreement shall be supervised by the Mayor and Council of the Town and Sheriff of the County.

8. In accordance with Section 28E.7 of the Code of Iowa, 2009, this Agreement does not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by any contracting party hereto, said performance may be offered in satisfaction of the obligation or responsibility.

9. The Town shall file a copy of this Agreement with the Secretary of State and cause a copy hereof to be recorded with the County Recorder.

10. The provisions of Chapter 573A of the Code of Iowa, 2009, for termination of agreements in the event of a national emergency, apply to this Agreement.

Dated this day of ,2009.

ATTEST: _____

City Clerk _____

ATTEST: s/ Kay Swanson

TOWN OF UNIVERSITY PARK
A Municipal Corporation

BY:

Mayor

COUNTY OF MAHASKA, IOWA
A Political Subdivision

By s/ Greg Gordy

APPROVED:

s/ Paul R. DeGeest

Sheriff ..

It was moved by Rouw seconded by Gordy to approve the following 28E Agreement with Beacon for the Sheriff to provide law enforcement services for the fiscal year beginning August 1, 2009. All present voted aye. Motion carried.

s/Paul R.DeGeest
Sheriff

It was moved by Rouw seconded by Gordy to approve Modification No. 2 for the Employee Health Insurance Plan Document. All present voted aye. Motion carried.

It was moved by Rouw seconded by Gordy to approve Modification No. 3 for the Employee Health Insurance Plan Document. All present voted aye. Motion carried.

The matter of the wavier for the Secondary Road union was tabled.

It was moved by VanWeelden seconded by Rouw to approve the agreement with Community Health for fiscal year 2009-2010. All present voted aye. Motion carried.

AGREEMENT

AGREEMENT MADE and executed this 1st day of July, 2009 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 the 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 board 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, 2009, and shall continue until June 30 2010
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 forth by and IAC 641-80. The hospital and BOH will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the 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 compiled 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 \$111 dollar amount for said insurance premiums. It is further agreed that the above described employees and the hospital shall have the option of enrolling said employees in the hospital medical plan if appropriate.
5. The hospital will continue to provide services to Mahaska County residents without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate.
6. The County will reimburse the hospital \$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 09/2010 for services pursuant to the within agreement. Payments for services provided will be billed Bi-Monthly to the county by the hospital. In addition, the board agrees to allocate all funds from the Iowa Department of Public Health to the hospital for services provided pursuant to this agreement to the hospital under the single county contract also known as the LPHS contract. Any adjustments made to the LPHS contract during the FY by the IDPH will be passed onto the hospital by the county.
7. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties thereunder and shall furnish proof thereof at the request of the board.
8. The BOH is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 641 .Chapter 80.
9. This agreement can be terminated only upon written notice to be served 90 prior to the end of each contract period.

10. Upon termination of this agreement the hospital shall forthwith deliver to the board all records in its possession relative to the duties carried out by the hospital pursuant to this agreement.

11. If notice of termination is not given pursuant to paragraph thirteen, this agreement shall automatically renew at the end of each contract period for an additional one-year term. An addendum which includes the LPHS contract face sheet amounts as well as signatures of all parties will be executed annually. This face sheet attachment represents the Local Public Health Services Grant awarded for FY 09/2010.

12. This agreement shall be amended only by a written agreement executed by all parties.

13. All notices which may need to be served herein shall be sent by regular mail to Jay Christensen, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

s/Jay Christenson	9-2-09
Mahaska Health Partnership, CEO	
s/ Greg Gordy	9-8-2009
Mahaska County Board of Supervisors	
Chairman	
s/ Calvin VanArkel	8-28-2009
Mahaska County Board of Health	
Chairman	

It was moved by Rouw seconded by VanWeelden to approve the following resolution 2009-09-01. All present voted aye. Motion carried.

RESOLUTION 2009-09-01

BE IT RESOLVED that the Mahaska County Board of Supervisors of Mahaska County, Iowa as of this day 9-8-2009, does hereby authorize County Officers to destroy records in the Officer's possession which have been on file for more than (10) years, and are not required to be kept as a permanent records as per Iowa Code Section 331.323.2.d (2001)

Signed this 8th day of September, 2009

s/Greg Gordy
Chair
s/Lawrence Rouw
Vice Chair
s/Henry W. VanWeelden
Supervisor
ATTEST: s/Kay Swanson
Auditor

It was moved by Rouw seconded by VanWeelden to approve the Military Applications and family farm applications for 2008 payable in 2009-2010. There were

1267 military applications and 5275 family farm applications. All present voted aye. Motion carried.

It was moved by Rouw seconded by VanWeelden to appoint Richard Ray Johnson to serve as one of the representatives for the Supervisors on the Compensation Board for a four year term beginning July 1, 2009. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to appoint Don DeWitt to serve as one of the representatives for the Supervisors on the Compensation Board for a four year term beginning July 1, 2009. All present voted aye. Motion carried.

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

Greg Gordy, Chairman
Mahaska County Board of Supervisors

ATTEST; _____
Kay Swanson, Mahaska County Auditor