

July 18, 2011

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 and member Ken Rozenboom.. Also present were the following: Scott Dailey, KBOE Radio; Duane Nollen, Oskaloosa Herald; Ken Allsup, Osky News; Julie Bak, Mahaska County CPC; Miranda Johnson, MCARD Director; Tom VanderVeer, Beacon Councilman; Shawn Maxwell, Beacon Mayor; Jerome Nusbaum, Mahaska County Engineer and Kay Swanson, Mahaska County Auditor.

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

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

It was moved by Rozenboom seconded by Gordy to approve the agenda for today's meeting with the removal of Sanitarian Report and Conservation Report. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve the minutes of July 5th. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the June monthly report for Veterans Affairs for fiscal year 2011 and the 4th quarter report for Veterans Affairs for fiscal year 2011. All present voted aye. Motion carried.

Julie Bak, Mahaska County CPC recommended that the board sign the agreement with New Directions for fiscal year 2012. It was moved by Rozenboom seconded by Gordy approve this request. 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, 2011 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.

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.

III. The County and Provider mutually agree:

A. Effective date:

1. This agreement shall begin on July 1, 2011 at 12:01 AM.
2. This agreement shall end on June 30, 2012, 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.

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:

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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, 2011.

BY: s/ J Morris
IMAGINE THE POSSIBILITIES
Executive Director

Date signed July 1, 2011

BY: s/ Henry W. VanWeelden
For Mahaska County State of Iowa
TITLE: Chairman, Board of Supervisors

Date signed July 18, 2011

It was moved by Gordy seconded by Rozenboom to approve the 4th quarterly and annual reports for the Recorder for fiscal year 2011. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the semi annual and annual reports for the Treasurer for fiscal year 2011. All present voted aye. Motion carried.

It was moved by Gordy seconded by Rozenboom to approve the request of the auditor to cancel the outstanding warrants from fiscal year 2009-2010 in the amount of \$4,827.05. All present voted aye. Motion carried.

Miranda Johnson, Mahaska County Agricultural and Rural Development Director gave the board her monthly report and it was placed on file.

It was moved by Rozenboom seconded by Gordy to approve the request of the Sheriff to remove Judy Heinrichs from the Sheriff's office payroll effective July 15, 2011. All present voted aye. Motion carried.

It was moved by Rozenboom seconded by Gordy to approve Supplemental Agreement No. 1 between Mahaska County and Snyder & Associates, Inc. for Transportation Study in the area along U.S.63 in East Central Iowa, from the intersection of U.S.163 and U.S. 63 south of Oskaloosa to U.S. 6. All present voted aye. Motion carried.

Supervisor Committee reports: Rozenboom reported on the 10-15 meeting he had attended and the Central IA Detention Board.

Public Comments: TomVanderVeer, councilmember and Shawn Maxwell, mayor of Beacon discussed the road in Beacon becoming a county road since their population went under 500 with the 2010 census.

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

Henry W. VanWeelden, Chairman
Mahaska County Board of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor