

## September 17, 2018

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 VanWeelden; Vice chairman – Mark Groenendyk and Member – Steve Wanders. Also present were Ken Allsup, Osky News; Angie Holland, Osky Herald, Daryn Williams, CRI; Joe Lancello, KBOE; Scott Miller, Deputy Sheriff; Dave Sedivec, Conservation; Dave Shanahan, Engineer; Jamey Robinson, EMA; Reba Gaughn; Mark Neff; Joe Meland, Meland Co.; Laura Buch; Kim Newendorp, General Relief; Duane Vos, Racom; Terry Brennan, Racom; and Jody Van Patten, Mahaska County Deputy Auditor. This meeting was filmed by Communications Research Institute of William Penn University.

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

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

Public Comments: Kim Newendorp, General Assistance approached the Board about hiring an in house human resource manager or County Manager.

It was moved by Groenendyk seconded by Wanders to approve the minutes of September 4, 2018. All present voted aye. Motion carried.

It was moved by Groenendyk seconded by Wanders to add Jessica Jones to payroll in the Sheriff's Department as part time jailer effective September 4, 2018. Wage is \$13.00/hr. All present voted aye. Motion carried.

Dave Sedivec, Conservation Dir., gave monthly report and it was placed on file. He provided an update of Environmental Learning Center and Youth Dove hunt. Youth Outdoor Field Day is September 29, 2018, Halloween Bash is October 20, 2018, and Eveland Access campground will close for the season on October 29, 2018.

MCARD report: None

It was moved by Groenendyk seconded by Wanders to approve and authorize the signature on the agreement with Mahaska County Public Health. All present voted aye. Motion carried.

## AGREEMENT

**AGREEMENT MADE** and executed this 1<sup>st</sup> day of July, 2018 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 in the City of Oskaloosa, Mahaska County, Iowa, under the laws of the State of Iowa, and

**Whereas**, the board was established by the Mahaska County Board of Supervisors to operate and function as a Board of Health pursuant to Chapter 137 of the Code of Iowa, and

**Whereas**, the hospital, the board, and the county have entered into an Agreement pursuant to Chapter 28E, Code of Iowa, under which the hospital shall provide certain services and functions as set forth in this Agreement.

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

1. This agreement shall be effective commencing July 1, 2018, and shall continue until June 30, 2019.
2. This Agreement is in no way intended to place the board under the control or supervision of the hospital. The sole purpose of this Agreement is to contract for certain services and to provide for fixing the amount of payment for those services identified in this Agreement, for which the board is authorized to provide under Chapters 137 and 143 of the Code of Iowa.

**RESPONSIBILITIES OF THE HOSPITAL:**

1. The hospital shall assume and perform, in good faith, services of the board, including those heretofore performed by the board, including such services as are now or may hereafter be imposed upon the board by statute or administrative rule, including, without limitation, those services set for by the and IAC 641-80. The hospital and Board of Health will comply with the Local Public Health Services special and general conditions as well as related documents for the fiscal year the agreement applies. The hospital shall have the right to determine the method and means to most efficiently discharge the services imposed on it by this agreement, subject to the right and duty of the board to review and make recommendations to the hospital's board of trustees and hospital administration. The hospital shall be responsible for final policy, program, and agency evaluation.
2. The hospital will provide necessary clerical and clinical staff, including the Public Health Director, for the purposes of this Agreement. Personnel shall be provided by the hospital and shall not be employees of the board. Staffing will be provided to ensure compliance with all applicable sections of Iowa Administrative Code 641-80. The hospital reserves the right to contract with other entities for provision of personnel.
3. Nothing contained herein shall be, or be intended to be, any contract for the services to be performed by the Environmental Health Specialist (EHS). The EHS shall not be under the direction, dominion, or control of the hospital.
4. The hospital shall keep all records, reports, and memoranda compiled in performance of the services set forth in paragraph on (1) 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.

5. The hospital will provide Public Health services to Mahaska County residents without regard to their ability to pay for such services, with the provision that the costs of such services are the financial liability of the board. The hospital shall not be expected to assume financial liability for the provision of unfunded services and the reimbursement provisions contained in this Agreement do not provide for such. Costs for such services provided to county residents lacking the ability to pay, if experienced by the hospital, shall be reimbursed to the hospital by the board above the provisions of this Agreement. The above notwithstanding, the hospital and the board shall use all prudent means, including the employment of a sliding fee schedule billing system, to maximize the availability of services and to minimize the board's liability for additional cost.
6. The hospital shall obtain any necessary licenses, permits, or other authority to perform its duties there under and shall furnish proof thereof at the request of the board.

**RESPONSIBILITIES OF THE BOARD:**

1. The county will reimburse the hospital for services pursuant to the within agreement at the amount established in the Mahaska County budget. The board commits to submit a budget proposal for each fiscal year following the budget schedule established by the county. Payments for services provided will be billed monthly to the county by the hospital.
2. The board agrees to work with the hospital to identify and maximize revenue from alternative funding sources in an effort to minimize cost to county residents.
3. In addition, the board agrees to allocate all funds from the Iowa Department of Public Health generated by activities and services performed by the hospital to the hospital.
4. Additional contributions or grants received for funding the agency, and its public health programs, will go to the hospital and will not be offset against other sources of revenue.
5. Funding by the board is subject to approval by the county. Failure of the Board of Supervisors to adequately fund the program defined herein renders this agreement null and void, except that any amounts then due the hospital are still due and legally collectible.
6. If the funding level is reduced during the term of this contract, or any extension thereof, the services to be performed by the hospital may be reduced accordingly. If not accepted by the hospital, the Agreement is null and void.
7. The board may not commit the hospital to any additional expenditures or obligations over and above those provided for herein without prior approval of the hospital.
8. The board is responsible for assuring compliance by the hospital with the requirements for Iowa Administrative Code 641-Chapter 80. The board will

ensure the Iowa Department of Public health has access to review all appropriate documents.

**EXTENSION AND TERMINATION OF AGREEMENT**

1. If extensions to this Agreement are desired, a new Agreement shall be entered into by the Parties prior to the termination thereof.
2. This Agreement may be terminated at any time within the term of the Agreement if either Party fails to conform to or comply with the terms of the Agreement. If one of the Parties, hereto, feels that the other has not conformed to or complied with the terms of the Agreement, the other party shall give a written ninety (90)-day notice by certified mail, specifying the deficiencies to be performed by the remaining party. At the end of the ninety (90)-day period, if the deficiencies have not been corrected, the contract shall be null and void and terminated, except all funds earned shall be due and payable to the hospital.
3. 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.
4. This agreement shall be amended only by a written agreement executed by all parties.
5. Any notice, request, demand, instruction, communication or other document required, permitted or desired to be given hereunder shall be in writing and, except as otherwise provided for herein, shall be deemed effectively given on receipt if delivered personally or by commercial courier service, if sent by prepaid telex, telegram, by facsimile or by other instantaneous electronic transmission device, or if sent postage prepaid registered or certified United States mail, return receipt requested to Mahaska Health Partnership CEO, on behalf of the hospital, and to the County Board of Supervisors, on behalf of the County.

The board discussed contacting Rey Freeman as to why Motorola didn't respond to communication RFP. It was decided to have supervisor Groenendyk do this.

It was moved by Wanders seconded by Groenendyk to allow the request for variance to road setback at 2083 Indian Way. All present voted aye. Motion carried.

Committee Reports: None

Public Comments: Supervisor Groenendyk made comments in regards to media coverage. Supervisor VanWeelden asked the Engineer about Taintor Road maintenance.

It was moved by Groenendyk seconded by Wanders to adjourn. All present voted aye. Motion carried.

Attest:

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Jody Van Patten  
Mahaska County Deputy Auditor

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Henry Van Weelden  
Mahaska County Board of Supervisors