

**July 19, 2010**

The Mahaska County Board of Supervisors met on the above date 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 – Lawrence Rouw; vice chairman – Henry W. VanWeelden and member – Greg Gordy. Also present were the following: Scott Dailey, KBOE Radio, Duane Nollen, Oskaloosa Herald; Miranda Johnson, MCARD Director; Joe Warrick; Eric Dursky, Mahaska County Sanitarian; Julie Bak, Mahaska County CPC; Connie Kitzman, Mahaska County Community Services; Dave Sedevic, Mahaska County Conservation Director; George Toubekis, University Park Mayor; Joe Albright, University Park City Clerk, David Graham, Member of University Park Council; Connie Schippers, health insurance committee member; Sue Brown, health insurance committee member; Jerome Nusbaum, Mahaska County Engineer; Tony Reed; Central Iowa Juvenile Detention Center executive director and Kay Swanson, Mahaska County Auditor.

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

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

It was moved by VanWeelden seconded by Gordy to approve the agenda. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the minutes of July 1<sup>st</sup> meeting. All present voted aye. Motion carried.

Miranda Johnson, MCARD Director gave the board her monthly report and it was placed on file.

Sue Brown from the Health Insurance Committee presented the board with the proposal for this year's wellness program. They recommended that the annual 2010 Wellness Program screening be administered by Health Solutions LLC, of Cedar Rapids, IA. The county will pay for the cost of the program from the Mahaska County Health Plan Trust Account for all employees that participate in our health care plan. We further recommend that the program be made available to each participating employee's spouse at their own cost. We also recommend that the program continue to be mandatory.

The cost of the Health Risk Assessment is \$92.50 per person. This amount includes all tests that have been done in our most recent screenings, followed by individual and executive reports of the results. Health Solutions, LLC also offers ongoing personal consultations to those participants who are found to be at risk. We recommend that the participant would handle the scheduling and costs associated with any ongoing personal consultations with Health Solutions LLC.

It was moved by VanWeelden seconded by Gordy to approve the recommendation of the Health Insurance Committee for the Wellness Screening for 2010. All present voted aye. Motion carried.

Eric Dursky, Mahaska County Sanitarian gave the board his monthly report and it was placed on file.

Dave Sedevic, Mahaska County Conservation Director gave the board his first monthly report.

Joe Warrick discussed the life of John F. Lacey a Representative from Iowa; born in New Martinsville, Va.(now West Virginia), May 30, 1841; moved to Iowa in 1855 with his parents, who settled in Oskaloosa; attended the common schools and pursued classical studies; engaged in agricultural pursuits; learned the trades of bricklaying and plastering; enlisted in Company H, Third Regiment, Iowa Volunteer Infantry, in May 1861 and afterward served in Company D, Thirty-third Regiment, Iowa Volunteer Infantry, as sergeant major, and as lieutenant in Company C of that regiment, promoted to assistant adjutant general; studied law; was admitted to the bar in 1865 and commenced practice in Oskaloosa, Iowa; member of the Iowa house of representatives in 1870; elected city councilman in 1880; served one term as city solicitor; temporary chairman of the Republican State convention in 1898; served on the city council in 1880-1883; elected as a Republican to the Fifty-first Congress (March 4, 1889-March 3, 1891); unsuccessful candidate for reelection; elected to the Fifty-third and to the six succeeding Congresses (March 4, 1893-March 3, 1907); chairman, Committee on Public Lands (Fifty-fourth through Fifty-ninth Congresses); was an unsuccessful candidate for reelection; resumed the practice of law; died in Oskaloosa, Iowa, September 29, 1913; interment in Forest Cemetery. He would like the board to place a portrait of him in the courthouse to make the public aware of this man.

George Toubekis, Mayor, Joe Albright, city clerk and David Graham, council member of University Park discussed the possibility of a 28E agreement with the county for cleaning ditches along the Burlington Road and 9<sup>th</sup> Avenue East in University Park. Lawrence Rouw and the engineer and the Mayor will get together and draft an agreement before next meeting.

Julie Bak, Mahaska County CPC recommended that the board sign the agreement with Imagine the Possibilities for fiscal year 2011. It was moved by Gordy seconded by VanWeelden to approve this request. All present voted aye. Motion carried.

**CONTRACT FOR MENTAL HEALTH SERVICES  
BETWEEN MAHASKA COUNTY AND  
IMAGINE THE POSSIBILITIES**

THIS AGREEMENT entered into this 1st day of July, 2010 by and between Mahaska County, and legal subdivision of the subdivision of the State of Iowa, hereinafter referred to as "County", and Imagine the Possibilities, 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.
  
- II. 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, 2010 at 12:01 AM.
    2. This agreement shall end on June 30, 2011 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 1<sup>st</sup> day of July, 2010.

BY: s/ J Morris  
IMAGINE THE POSSIBILITIES  
Executive Director

Date signed July 13, 2010

BY: s/ Lawrence Rouw  
For Mahaska County State of Iowa  
TITLE: Chairman, Board of Supervisors

Date signed July 19, 2010

Julie Bak, Mahaska County CPC recommended that the board sign the agreement with New Directions for fiscal year 2011. It was moved by Gordy seconded by VanWeelden to 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, 2010 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, 2010 at 12:01 AM.
2. This agreement shall end on June 30, 2011, 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 1<sup>st</sup> day of July, 2010.

BY: s/J Christensen  
MAHASKA HEALTH PARTNERSHIP NEW DIRECTIONS  
TITLE: CEO

DATE SIGNED: 7 -9- 10

BY: s/ Lawrence Rouw  
FOR Mahaska County State of Iowa  
TITLE: Chairman Board of Supervisors

DATE SIGNED: 7-19-10

Julie Bak, Mahaska County CPC discussed with the board reorganization needed in her office. She will proceed and bring to next board meeting a plan.

It was moved by VanWeelden seconded by Gordy to approve the fourth quarter quarterly reports for fiscal year 2009-2010 for the Auditor, Recorder and Sheriff. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the annual reports for the Auditor, Recorder and Sheriff for fiscal year 2009-2010. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to approve the semi-annual report of the Treasurer for period ending June 30, 2010. All present voted aye. Motion carried.

It was moved by Gordy seconded by VanWeelden to approve the HIPAA Exemption Renewal Document effective July 1, 2010-June 30-2011. All present voted aye. Motion carried.

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

Resolution 2010-07-01

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE  
AREA 15 REGIONAL PLANNING COMMISSION**

**WHEREAS**, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

**WHEREAS**, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

**WHEREAS**, the governing body of Mahaska County is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.41 per capita, for a total amount equal to \$4,672.77, to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2010 through June 30, 2011.

**BE IT FURTHER RESOLVED**, that Mahaska County, IA has designated; Lawrence Rouw Official Representative and Greg Gordy Alternate to serve on the Area 15 Regional Planning Board of Directors.

AGREED TO THIS 19<sup>th</sup> Day of July, 2010  
s/Lawrence Rouw  
Chairperson

ATTEST:  
S/ Kay Swanson  
County Auditor

It was moved by VanWeelden seconded by Rouw to designate Greg Gordy as alternate to the Regional Planning Commission. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to disallow the homestead credit on parcel #06-13-300-001 for 2010. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Gordy to purchase a phone system for DHS building from Jefferies Communications Inc. for \$9,687.60. All present voted aye. Motion carried.

The matter of the quit claim deed for property at Union Mills was tabled.

The matter of Pharmaceutical Technologies was tabled.

Tony Reed, Central Iowa Detention Center discussed the possibility of Mahaska becoming a member of that Center. No decisions were made today.

It was moved by VanWeelden seconded by Gordy to set the date and time for public hearing on closing of road as August 21, 2010. All present voted aye. Motion carried.

The matter of the lease amendment was tabled.

It was moved by Gordy seconded by VanWeelden to adjourn. All present voted aye.

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Lawrence Rouw, Chairman  
Mahaska County Board of Supervisors

ATTEST: \_\_\_\_\_

Kay Swanson, Mahaska County Auditor