



HARDIN COUNTY
Board of Supervisors

Wednesday, May 22, 2019

1. 9:30 A.M. Meeting With Judy Funk, Heartland Insurance
Re: 2019/2020 Insurance Renewal
Courthouse Large Conference Room
2. 10:00 A.M. Call To Order
Courthouse Large Conference Room
3. Pledge Of Allegiance
4. Approval Of Agenda
5. HVAC Project Update
6. 10:05 A.M. Public Hearing: Road Vacation
U Avenue
Section 8, Union Township

Documents:

[SECTION OF U AVE. VACATED.PNG](#)

7. Resolution: Road Vacation
U Avenue
Section 8, Union Township

Documents:

[RESOLUTION TO VACATE U AVENUE.PDF](#)

8. Approval Of Minutes

Documents:

[05-20-2019 MINUTES.PDF](#)
[05-15-2019_MINUTES.PDF](#)

9. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 5-22-19.PDF](#)

10. Utility Permits & Secondary Roads Department

Documents:

[PERMIT MOTIONS 5-22-19.PDF](#)

[NORTHERN NATURAL GAS 5-22-19.PDF](#)

11. Open Rock Hauling Bids For Hardin County Project
FM-CO42(103)-55-42

12. Eligible Homestead Credit To Be Allowed For 2018 Taxes, Payable 2019/2020

Documents:

[ELIGIBLE HOMESTEAD CREDITS.PDF](#)

13. FY '20 Friendship Club Contract With Central Iowa Community Services

Documents:

[FRIENDSHIP CLUB CONTRACT.PDF](#)

14. Change Of Status - Conservation Department

15. Public Comments

Documents:

[HARDIN COUNTY POLICY FOR PUBLIC COMMENT.PDF](#)

16. Other Business

17. Adjournment

18. 12:00 P.M. Drainage
[VIEW REGULAR MEETING AGENDA](#)
Courthouse Large Conference Room



RESOLUTION No. _____

WHEREAS, a public hearing was held at 10:05 A.M. on the 22nd day of May 2019, in the Conference Room of the Hardin County Board of Supervisors and,

WHEREAS, There being no objections to the vacating of part of the Hardin County road right-of-way as advertised and,

WHEREAS, There being no claim for damages,

NOW THEREFORE BE IT RESOLVED THAT

Hardin County vacate a portion of U Avenue, originally established on the 12th of July, 1870 (Road Record Book 1, Page 348) as Hallett Road, lying in Section 8, T-86N, R19W, Union Township of Hardin County, Iowa. The intention of this road vacation is the portion of the roadway commencing at the North Right-of-Way line of 300th Street, thence running in a Northerly direction approximately one half mile to the W ¼ of Section 8, T-86N, R-19W, Union Township, Hardin County, Iowa.

Adopted this _____ day of _____, _____.

By: _____
Chairperson

By: _____

By: _____

I certify that the above is an extract taken from the official proceedings of the Hardin County Board of Supervisors at their _____ day of _____, _____, session, and that the above is a true and correct copy of the record.

Given my hand and seal of Hardin County this _____ day of _____, _____.

Jessica Lara, Hardin County Auditor

Seal:

Prepared by Taylor Roll, P.E., Hardin County Engineer, 708 16th Street, Eldora, IA 50627 Phone: (641) 858-5058 troll@hardincountyia.gov

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MAY 20, 2019
MONDAY - 9:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair Reneé McClellan called the meeting to order. Also present were Supervisors Lance Granzow and BJ Hoffman; and Beth Miller, Jessica Lara, Machel Eichmeier, Darrell Meyer, Justin Ites, Jody Mesch, and Adam Nederhoff.

The special meeting was held to discuss financing issues with the HVAC project.

Beth Miller, Bowman and Miller, opened the meeting with comments and discussion on the HVAC project financing and proposed line of credit funding.

No action was necessary; discussion only.

Discussion adjourned at 9:40 a.m.

Reneé McClellan, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

HARDIN COUNTY BOARD OF SUPERVISORS
MINUTES – MAY 15, 2019
WEDNESDAY - 10:00 A.M.
COURTHOUSE LARGE CONFERENCE ROOM

Chair Reneé McClellan called the meeting to order. Also present were Supervisors Lance Granzow and BJ Hoffman; and Justin Ites, Stacy Barrick, Curt Groen, Jean Groen, Megan Mollenbeck, Ben Krause, Hayden Boeke, Gene Newgaard, Jody Anderson, Jessica Lara, Dave McDaniel, Aaron Budweg, Cory Larsen, Bob Juber, Donna Juber, Micah Cutler, Taylor Roll, Dave Mitchell, Jessica Sheridan, Ryan Sutcliffe, Machel Eichmeier, Dave Dunn, Dustin Thompson, Jamie Stupp, Lori Kadner, Mark Buschkamp, Angela De La Riva, Julie Duhn, Rick Patrie, and Nancy Lauver.

The Pledge of Allegiance was recited.

Hoffman moved, Granzow seconded to approve the agenda, with the deletion of discussion regarding herbicide for the IRVM Department. Motion carried.

HVAC Project Update:

Dustin Thompson, Reliable 1, appeared before the Board to provide an update on the Courthouse HVAC project.

Granzow moved, Hoffman seconded to approve the minutes of May 8, 13 & 14, 2019. Motion carried.

Hoffman moved, Granzow seconded to approve the May 15, 2019 claims for payment. Motion carried.

Utility Permits:

Granzow moved, Hoffman seconded to approve the utility permit application submitted by Interstate Power & Light Co./Alliant Energy for the purpose of retiring existing overhead conductor and poles and placing new poles, anchors, and overhead conductor along the west side of RR Avenue from 300th Street to 310th Street, and along both sides of O Avenue south of D55, located in Sections 14 & 5, Providence Township. Motion carried.

Secondary Roads Department:

County Engineer, Taylor Roll, provided a departmental update to the Board. No action was necessary; informational only.

Hoffman moved, Granzow seconded that the following Resolution No. 2019-15, Agreement for Assignment of Certificates of Purchase at Tax Sale, be adopted. Roll Call Vote: “Ayes” Hoffman, Granzow, and McClellan. “Nays” None. Resolution No. 2019-15 is hereby adopted as follows:

HARDIN COUNTY RESOLUTION NO. 2019-15
AGREEMENT FOR ASSIGNMENT OF CERTIFICATES OF PURCHASE AT TAX SALE

The undersigned County of Hardin, State of Iowa, by authority of the Board of Supervisors of Hardin County, Iowa, hereinafter referred to as the “County”; and Stacy A. Barrick, hereinafter referred to as “Barrick”, hereby enter into the following agreement for the assignment of a certain certificate of purchase at tax sale.

WHEREAS, the County is the owner of a Certificate of Purchase of Tax Sale No. 30262 for a parcel (892118359005) of real property located in the City of Alden, Hardin County, Iowa, described as:

CENTRAL ADD-BLOCK 13 LOTS 10-11 & PT LOTS 5-6 IN THE CITY OF ALDEN,
HARDIN COUNTY, IOWA; and

WHEREAS, the County acquired the aforementioned tax sale certificate as public bidder on the tax sale per Iowa Code section 446.19 and the County desires to assign said certificate to Barrick

for the amount of \$976.00, which reflects the principal amount of tax due of \$976.00 and the assignment fee of \$10.00 on the following conditions:

1. Said certificate may not be sold or assigned to a third party without prior written approval of the Board of Supervisors; and
2. In the event of a redemption by any party, all tax certifying bodies shall receive their proportionate interest; and

WHEREAS, the County agrees that should no party entitled by law to redeem said certificate in fact properly redeem said certificate and Barrick follows all statutory requirements for issuance of tax sale deed, the County Treasurer shall be authorized to issue said tax sale deed as contemplated by Chapters 447 and 448 of the Code of Iowa;

NOW THEREFORE, IT IS HEREBY AGREED that Hardin County shall and hereby does assign to Stacy A. Barrick the Certificate of Purchase at Tax Sale No. 30262, the same to be signed by the Treasurer after receiving payment by Stacy A. Barrick, of the sum of \$986.00, including the fee of \$10.00 as contemplated by Iowa Code section 446.31, provided that such assignment shall be without compromise as to the total amount due and provided further in the event of redemption by any party, all tax levying and certifying bodies having an interest in the funds represented by said Certificate of Purchase at Tax Sale No. 30262 shall receive their proportionate share of any amount so received upon redemption.

Dated this 15th day of May, 2019.

HARDIN COUNTY, IOWA

By: /s/ Reneé McClellan
Renee' McClellan, Chairperson
Board of Supervisors

Attest:

/s/ Jessica Lara
Jessica Lara, Hardin County Auditor

Dated this 15th day of May, 2019

/s/ Stacy A. Barrick
Stacy A. Barrick

Hoffman moved, Granzow seconded to approve the hiring of Thomas Craighton, Emergency Management Coordinator, effective 5/25/2019 at \$50,000. Motion carried.

Hoffman moved, Granzow seconded that the following Resolution No. 2019-16, A Resolution Creating and Appointing a Hardin County EMS System Advisory Council, be adopted. Roll Call Vote: "Ayes" Hoffman, Granzow, and McClellan. "Nays" None. Resolution No. 2019-16 is hereby adopted as follows:

RESOLUTION NO. 2019-16
A RESOLUTION CREATING AND APPOINTING A HARDIN COUNTY EMS
SYSTEM ADVISORY COUNCIL

WHEREAS, the Hardin County Board of Supervisors has the authority under Iowa Code 331.301(1) to
"...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents"; and

WHEREAS, the Hardin County Board of Supervisors recognizes the importance of a sustainable Emergency Medical Services (EMS) System in Hardin County and the need

for the creation and appointment of an advisory council for the Board of Supervisors to provide for the guidance, research and direction of EMS in Hardin County.

NOW, THEREFORE, BE IT RESOLVED by the Hardin County Board of Supervisors, that:

1. There is hereby created and appointed a Hardin County EMS System Advisory Council, the purpose of which is to provide guidance, research and direction to the Board of Supervisors for a sustainable EMS System in Hardin County. The members of the Hardin County EMS Advisory Council shall include:

- a. a member of the Hardin County Board of Supervisors;
- b. a member of the Hardin County Board of Health;
- c. the Hardin County Sheriff;
- d. the Hardin County Emergency Management Coordinator;
- e. the Mayor or elected official designee of each city in Hardin County;
- f. the Service Director of each transporting ambulance service and first responder group based in Hardin County;
- g. a representative of Hansen Family Hospital;
- h. a township representative from each township in Hardin County;
- i. any additional member as approved by majority vote of the Advisory Council

Each member of this committee will have an equal vote and only one vote involved in the decision-making process of this advisory committee. Meetings will be held at the Hardin County Courthouse and will be presided over by the Hardin County Emergency Management Coordinator utilizing Robert's Rules of Order.

2. The Board of Supervisors will consider recommendations of the Advisory Council, and reserves the right to adopt or otherwise take appropriate action or not on such recommendations.

Passed and approved this 15th day of May, 2019.

/s/ Reneé McClellan
Reneé McClellan, Chair
Board of Supervisors

Attest:

/s/ Jessica Lara
Jessica Lara
Hardin County Auditor

Granzow moved, Hoffman seconded to approve the Hardin County Sheriff's Office, Teamsters 238, Master Contract. Motion carried.

Hoffman moved, Granzow seconded to approve the Recorder's monthly report for April, 2019. Motion carried.

Hoffman moved, Granzow seconded to approve the application for use of Courthouse grounds submitted by Iowa 99 County Bible Reading Marathon for July 1–2, 2019, 7:00 a.m. – 7:00 p.m., and the application for use of Courthouse grounds submitted by Iowa 99 County Bible Reading Marathon for July 14, 2019, 7:15 a.m. – 8:00 a.m. Motion carried.

Public Comments:
Comments were received from the public.

Other Business:
County Treasurer, Machel Eichmeier, reminded the public that the tax sale will be Monday June 17, 2019.

Granzow moved, Hoffman seconded to adjourn. Motion carried.

Reneé McClellan, Chair
Board of Supervisors

Jessica Lara
Hardin County Auditor

Claims Paid - May 22, 2019

Agsource Cooperative Serv	\$101.00
AgVantage FS	\$2,577.08
Alliant Energy	\$8,419.31
Auditor of State	\$625.00
Black Hills Energy	\$97.61
Bret Terveer	\$115.00
Builders FirstSource	\$866.99
Campbell Supply Co	\$54.42
CBM Food Service	\$3,769.32
Central Iowa Distr Inc	\$289.20
CenturyLink	\$16.19
CenturyLink	\$364.56
Chelsey Ites	\$50.00
Cintas Corporation	\$240.15
City of Iowa Falls	\$31.43
Cyrus H Thomas	\$57.71
Dale M Schwarck	\$150.00
Danita Wheatley	\$40.00
Donnlee Jackson	\$337.50
ElectionSource	\$2,460.50
Electronic Engineering	\$10,520.95
Four Oaks Family & Childrens Services	\$1,399.50
Frank Dunn	\$1,598.00
Franklin Rural Elec Co-Op	\$25.23
Gary McEwen	\$125.00
GECRB/AMAZON	\$394.85
Gehrke Inc.	\$317.41
Gehrke Quarries, Inc.	\$535.37
Gillund Ent.	\$485.20
Global Software / TAC10	\$9,752.00
Grundy Co. Memorial Hospital	\$47.00
Hannah Metz	\$12.00
Hardin County Sheriff	\$57.30
Hy-Vee	\$262.70
IACCVSO	\$50.00
ICIT Treasurer	\$50.00
Interstate Batteries	\$111.25
Jamie Kolthoff	\$60.59
Jody L Mesch	\$40.00
John Deere Financial	\$698.41
Jones Appliance	\$2,193.00
Katrina L Wilcox	\$182.88
Ladies Cemetery Assn	\$460.00
Machel R Eichmeier	\$240.75
Marla Kay Williams	\$170.30
Martin Marietta Aggregate	\$5,640.29
McFarland Clinic	\$122.00
McKesson Medical Surgical	\$857.62
Mike Murphy	\$250.00
NAPA Auto Parts	\$1,423.79
O'Reilly Auto Parts Inc	\$10.99
Oxbo	\$5.48
Petroblend	\$4,135.70
Pinecrest Mobile Home Park	\$730.00
Quality Automotive Inc	\$36.50
R.D.'s Plumbing Inc	\$216.25
Reserve Account	\$10,000.00
Secretary of State	\$30.00
South Hardin Signal Review Inc	\$165.00
Storey Kenworthy	\$171.04
Theisens	\$23.97
Thomson Reuters - West	\$482.72
Times Citizen	\$105.75
Tina M Schlemme	\$180.00
US Bank Equipment Finance	\$1,595.61
WahITek Inc	\$2,315.00
Weiland Lawn Care Service	\$268.00
Wesley Wiese	\$13.00
Wubbena Lock & Key	\$684.00

Grand Total

\$79,915.37

**Renee McClellan, Chair
Board of Supervisors**

**Jessica Lara
Hardin County Auditor**

Permit 5-22-19

Motion to approve Hardin County Utility Permit Application by Northern Natural Gas for the purpose of installing a test lead through a 12-inch diameter excavation at the northern fenceline of County Highway D55. Located in Section 36, Tipton Township.



HARDIN COUNTY UTILITY PERMIT APPLICATION

Permit No: _____

Underground
 Aerial

Permanent Installation
 Temporary Installation

This is a Utility Permit Application for telecommunications, electric, gas, water and sewer utilities. The applicant agrees to comply with the following permit requirements. Compliance shall be determined by the sole discretion of the County Engineer as deemed necessary to promote public health, safety, and general welfare. These requirements shall apply unless waived in writing by the County Engineer prior to installation.

APPLICANT NAME: Northern Natural Gas

STREET ADDRESS: 1111 South 103rd Street

CITY: Omaha STATE: NE ZIP: 68124

PHONE: 563-320-9344 FAX: CONTACT PERSON: Jessica Maxwell

TYPE OF WORK: Test lead installed through a 12 inch diameter excavation

1. LOCATION PLAN

An applicant shall file a completed location plan as an attachment to this Utility Permit Application. The location plan shall set forth the location of the proposed line on the secondary road system and include a description of the proposed installation.

2. WRITTEN NOTICE

At least five (5) working days prior to the proposed installation, an applicant shall file with the County Engineer a written notice stating the time, date, location, and nature of the proposed installation.

3. INSPECTION

The County Engineer may provide a full-time inspector during the installation of all lines to ensure compliance with this Utility Permit. The inspector shall have the right, during reasonable hours and after showing proper identification, to enter any installation site in the discharge of the inspector's official duties, and to make any inspection or test that is reasonably necessary to protect the public health, safety, and welfare.

4. INSPECTION FEES

The applicant shall pay actual costs directly attributable to the installation inspection conducted by the County Engineer. Within thirty (30) days after completion of the installation, the County Engineer shall submit a statement for inspection services rendered. The applicant agrees to reimburse the county within thirty (30) days of billing.

5. REQUIREMENTS

The installation inspector shall assure that the following requirements have been met:

- A. Construction signing shall comply with the Manual on Uniform Traffic Control Devices
B. Depth - (Add additional depth if ditch has silted to the thickness of the deposited silt.) The minimum depth of cover shall be as follows:
Telecommunications.... 36" Electric.....48"
Gas.....48" Water.....60"
Sewer.....60"
C. Minimum roadway overhead clearance for utility lines shall be 20 feet.
D. The applicant shall use reference markers in the right-of-way (ROW) boundary to locate line and changes in alignment as required by the County Engineer. A permanent warning tape shall be placed one (1) foot above all underground utility lines.
E. All tile line locations shall be marked with references located in the ROW line.
F. No underground utility lines shall cross over a crossroad drainage structure without approval from the County Engineer.
G. Residents along the utility route shall have uninterrupted access to the public roads. An all weather access shall be maintained for residents adjacent to the project.
H. After construction, granular surfacing shall be added to the road by the applicant to restore the road to its original condition. After surfacing has been applied, the road surface shall be reviewed by the County Engineer once the road has been saturated, to determine if additional surfacing on the roadway by the applicant is necessary.
I. All damaged areas within the ROW shall be repaired and restored to at least their former condition by the applicant or the cost of any repair work caused to be performed by the county will be assessed against the applicant.
J. Areas disturbed during construction which present an erosion problem shall be solved by the applicant in a manner approved by the County Engineer.
K. All trenches, excavations, and utilities that are knifed shall be properly tamped.
L. All utilities shall be located between the bottom of the backslope and the bottom of the foreslope, unless otherwise approved in writing by the County Engineer prior to installation.
M. Road crossing shall be bored. The depth below the road surface shall match the minimum depth of cover for the respective utility.

6. NON-CONFORMING WORK

The County Engineer may halt the installation at any time if the applicant's work does not meet the requirements set forth in this Utility Permit Application.

7. COUNTY INFRACTION

Violation of this permit is a county infraction under Iowa Code Section 331.307, punishable by a civil penalty of \$100 for each violation. Each day that a violation occurs or is permitted to exist by the applicant constitutes a separate offense.

8. HOLD HARMLESS

The utility company shall save this county harmless of any damages resulting from the applicant's operations. A copy of a certificate of insurance naming this county as an additional insured for the permit work shall be filed in the County Engineer's Office prior to installation. The minimum limits of liability under the insurance policy shall be \$1,000,000.

9. PERMIT REQUIRED

No applicant shall install any lines unless such applicant has obtained a Utility Permit from the County Engineer and has agreed in writing that said installation will comply with all ordinances and requirements of the county for such work. Applicants agree to hold the county free from liability for all damage to applicant's property which occurs proximately as a result of the applicant's failure to comply with said ordinances or requirements.

10. RELOCATION

The applicant shall, at any time subsequent to installation of utility lines, at the applicant's own expense, relocate or remove such lines as may become necessary to conform to new grades, alignment or widening of ROW resulting from maintenance or construction operations for highway improvements.

DATE: 05/15/2019 COMPANY: Northern Natural Gas
SIGNATURE: *Justin Maxwell*

RECOMMENDED FOR APPROVAL:

DATE: _____ COUNTY ENGINEER

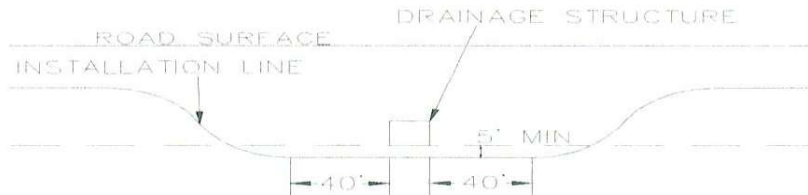
APPROVAL:

DATE: _____ CHAIRMAN, BOARD OF SUPERVISORS

NON-BORED INSTALLATION DETAIL



BORED INSTALLATION DETAIL





Test lead installed at fence line of county road ROW through a 12" diameter excavation.

Results:
Parcel ID - 872136400003
Alt Id - 1160000000
Owner - JT Cook Farms, LLC
Cook, JT Farms, LLC (Deed)
Acres - 38.33
View: Report | Pictometry Imagery

400 ft

POWERED BY
esri

4990269.80, 3571837.36

**HOMESTEAD AND MILITARY CREDITS
TO BE ALLOWED AND DISALLOWED**

MICHAELSON, JAMES & SONJIA F - PROPERTY ADDRESS: 1501 3RD ST ELDORA IA. PARCEL#
871908407004. CRESTVIEW ADD-LOT 18. ALLOW DISABLED VETERAN HOMESTEAD CREDIT FOR 2018 -
PAYABLE 2019/2020.

**APPROVED BY HARDIN COUNTY
BOARD OF SUPERVISORS**

Chairman

Date

Central Iowa Community Services Provider and Program Participation Agreement

THIS PROVIDER AND PROGRAM PARTICIPATION AGREEMENT (“Agreement”), entered into this First day of July, 2019, is by and between Central Iowa Community Services (“CICS”) and Friendship Club (“**Provider**”).

RECITALS:

A. CICS is a governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health and disability services are funded and administered by CICS within the scope and according to the criteria of the Regional Management Plan. CICS desires to contract with Provider to provide Covered Services for the benefit of CICS Individuals.

B. Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, intellectual disabilities, and/or developmental disability services and desires to contract with CICS to provide Covered Services for the benefit of CICS Individuals.

C. An effective service delivery environment should be based on individualized, person centered, strengths-based practices which are trauma informed, co-occurring capable, culturally competent and utilize the 5 Star Quality Model.

In consideration of the premises and promises contained herein, it is mutually agreed by and between CICS and Provider as follows:

SECTION 1 Definitions

Administrative Team: Community Service Directors of Region member counties.

CICS Governing Board: The board of CICS responsible for governing CICS.

CICS Individual: A person who is eligible and authorized to receive funding as defined in the Regional Management Plan as approved by the Director of the Department of Human Services, State of Iowa.

Co-payment: The amount that may be charged to CICS Individual at the time services are rendered.

Covered Services: Services enumerated in the Regional Management Plan, as approved by the Director of the Department of Human Services, State of Iowa.

HIPAA: Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations.

Individual Authorization: An Individual Authorization is a standard form, signed by an individual, to allow disclosure of the individual's Protected Health Information. The form must comply with HIPAA and all other applicable federal and state laws. The individual may revoke the Individual Authorization at any time in accordance with its terms.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media, or transmitted by or maintained in any other form or medium.

Region: The inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 of the Code of Iowa that includes member counties of CICS.

Regional Management Plan: CICS' plan, developed pursuant to Iowa Code Section 331.393, for providing an array of cost-effective individualized services and supports that assist CICS Individuals in the Region to be as independent, productive, and integrated into the community as possible, within the constraints of the services fund.

SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each CICS Individual who is authorized by the Administrative Team or Administrative Team designee ("Designee") to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Regional Management Plan. Provider shall provide Covered Services in a manner that: (a) documents the services provided, in conformance with applicable federal, state and local laws and regulations and the Regional Management Plan, and (b) protects the confidentiality of the CICS Individual's medical records, including, without limitation, any Protected Health Information. Provider may decline providing services to a CICS Individual provided that Provider communicates this decision to Administrative Team or Designee within twenty-four (24) hours of declining such services.

Section 2.2 Compliance with the Regional Management Plan. Provider and its staff shall be bound by and provide Covered Services in compliance with the Regional Management Plan. Failure to comply with the Regional Management Plan may result in sanctions including, without limitation, the loss of reimbursement and/or termination of the Agreement. If Provider does not agree with the sanction, Provider may appeal such action to the CICS Governing Board. The decision of the CICS Governing Board shall be final and conclusive and non-appealable.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to CICS Individuals by Provider must be authorized by CICS prior to or at the time of rendering services or in accordance with the Regional Management Plan. The Regional Management Plan

shall not diminish Provider’s obligation to render Covered Services consistent with the applicable standard of care. Provider shall be required to obtain from each CICS Individual an Individual Authorization that allows Provider to disclose any information about the Individual to CICS.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow CICS access to books, records, or cost reports as needed to establish rates or for purposes of appeals, utilization, grievance, claims payment review, individual medical records review, or financial audits, during the term of this Agreement and seven (7) years following its termination. Provider shall obtain any necessary Individual Authorization to allow CICS to exercise its rights under this Agreement.

Section 2.5 Licenses. At all times, Provider and the providers it employs or contracts with to provide services to CICS Individuals shall have all necessary licenses and certifications to perform the Covered Services.

SECTION 3
Service Delivery and Assessment

Section 3.1 Service Delivery

The Region encourages the use of Evidence Based Practices, Research Based Practices and Promising Practices in service delivery.

Section 3.2 Service Assessment

The Region is charged with the responsibility of collecting Outcome measurement information. Measures in the following areas have been developed:

- Access
- Community Integration
- Competitive Employment
- Housing
- Somatic Care
- Administrative

Provider is required to follow the reporting requirements for any checked outcome measures. If the Region implements additional measures, this contract will be amended to reflect said changes.

Section 3.3 Incentives

Provider may qualify for incentive payments if it meets reporting and outcome participation requirements established by CICS.

SECTION 4

Claims Submission and Payment

Section 4.1 Claims Submission. Provider agrees to submit all claims for Covered Services in accordance with the Regional Management Plan.

Section 4.2 Claims Payment. CICS will pay claims for Covered Services in accordance with the Regional Management Plan.

Section 4.3 Compensation to Provider. Provider agrees to accept payment from CICS for Covered Services provided to CICS Individuals under this Agreement as payment in full, less any Co-payment or other amount that is due from CICS Individuals for such services. Provider shall not negotiate and/or accept lower rates or more favorable terms than those provided for in this Agreement from any other Region or county. Rates of compensation for Covered Services are set forth in Attachment A, Service Definitions and Rates.

SECTION 5

Relationship Between the Parties

Section 5.1 Relationship Between CICS and Provider. The relationship between CICS and Provider is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 6

Liability Insurance

Section 6.1 Provider Liability Insurance. Provider agrees to carry professional liability and comprehensive general liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this Agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this Agreement. Provider shall furnish to CICS, from time to time, as requested by CICS, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

SECTION 7
Laws and Regulations

Section 7.1 Laws and Regulations. Provider represents, covenants, and warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 7.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health and disability services are rendered to CICS Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 7.3 Equal Opportunity Employer. CICS counties are equal employment opportunity employers. CICS supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability, or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with this policy.

Section 7.4 Confidentiality of Records. CICS and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to CICS Individuals under this Agreement in accordance with any applicable laws and regulations, including, without limitation, HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from CICS about CICS Individuals, it is fully bound by federal and state laws and regulations, including, without limitation, HIPAA, governing the confidentiality of medical records, mental health and disability services records, and Protected Health Information.

SECTION 8
Term and Termination

Section 8.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 8.2 Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 8.3 Termination With Cause by CICS. CICS shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation or the license of any provider employed by or contracted with Provider to perform services under this Agreement; (b) Provider's loss of any liability insurance required under this Agreement; or (c) bankruptcy filing by the Provider.

Section 8.4 Termination by Provider. Provider may terminate this Agreement pursuant to Section 9.2 or 9.3; provided that Provider notifies CICS within thirty (30) days of the effective date of such amendment of its disagreement with such amendment.

Section 8.5 Termination for Breach. Either party shall have the right to terminate this Agreement for material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice to the other party is provided.

Section 8.6 Information to CICS Individuals. Provider acknowledges the right of CICS to inform CICS Individuals of Provider's termination of this Agreement and agrees to cooperate with CICS in deciding on the form of such notification.

Section 8.7 Continuation of Services After Termination. Upon request by CICS for up to sixty (60) days upon termination notification, Provider shall continue to render Covered Services in accordance with this Agreement until CICS has transferred CICS Individuals to another provider or until such CICS Individual(s) are discharged.

Section 8.8 Notices to CICS. Any notice, request, demand, waiver, consent, approval or other communication to CICS which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

CICS Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

Section 8.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Friendship Club
Attention: Linn Adams
1201 14th Ave.
Eldora, IA 50627

SECTION 9 **Amendments**

Section 9.1 Amendment. Subject to Sections 9.1 and 9.2, this Agreement may be amended at any time only by the mutual written agreement of the parties.

Section 9.2 Regulatory Amendment. CICS may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If

the Provider does not agree with the amendment, Provider may terminate this Agreement as provided in Section 8.4.

Section 9.3 Regional Management Plan Amendment. CICS may also amend this Agreement to comply with changes in the Regional Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If Provider does not agree with the Amendment, Provider may terminate this Agreement as provided in Section 8.4.

SECTION 10

Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to CICS Individuals in Provider's geographical area. CICS reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of CICS. Any assignment not in accordance with this Section 10.2 shall be null and void.

Section 10.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to CICS. Mutual agreement must be obtained between Provider, CICS, and any subcontractor.

Section 10.4 Entire Agreement and Amendments. This Agreement and its attachments constitute the entire agreement between CICS and Provider, and supersedes or replaces any prior agreements between CICS and Provider relating to its subject matter. This Agreement may be amended only pursuant to a written document executed by both parties.

Section 10.5 Rights of Provider and CICS. Provider agrees that CICS may use Provider's name, address, telephone number, description of Provider, and Provider's care and specialty services in any promotional activities. Otherwise, Provider and CICS shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way affect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 10.8 Execution. This Agreement has been executed by the parties hereto, through their duly authorized officials.

Section 10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws).

Section 10.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein made confer, upon any person other than the parties to this Agreement and their respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 10.11 Survival. Sections 2.4, 6.1, 8.6, 8.8, 8.9, and Section 10 shall survive any termination of this Agreement.

Section 10.12 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

Central Iowa Community Services:

Friendship Club:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Print Title: _____

Date: _____

Date: _____

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
Friendship Club**

Chart of Account	Service Description	Unit of Service	Rate
42366	Drop In Center	monthly	*see other terms section
33399	Emergency Assistance for Basic Needs	N/A	\$3122.00 Maximum for contract period

OTHER TERMS:

Medicaid/MCO floor rate may be honored if higher than the CICS Contracted Rate. Please send documentation of the Medicaid/MCO rate to the Operations Officer for consideration of the rate adjustment. If the rate adjustment is approved by CICS this will be executed through a written document with the CICS CEO and the Provider with the effective date as the month following the receipt of the rate documentation. A CICS contract amendment will not be required in these situations.

Modifications to Section 3.2 Service Assessment may be executed through a written agreement between CICS and Provider.

*\$5,869.00 is the monthly amount to be billed/reimbursed for Drop In Center services when all employee positions are filled. If employee positions are unfilled at any time, provider needs to notify CICS to determine a monthly reimbursement up to the \$5,869.00 based on the budget provided for this Agreement. At time of monthly billing submission, provider will submit documentation of participant names for month billed.

For Emergency Assistance for Basic Needs receipt documentation needs to be submitted with invoice.

Central Iowa Community Services:

By: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Date: _____

Friendship Club:

By: _____

Print Name: _____

Print Title: _____

Date: _____


HARDIN COUNTY'S POLICY

FOR PUBLIC COMMENT


1. The "Public Comments" section of the agenda is your opportunity to address items not on the agenda. A speaker may speak to one (1) issue per meeting for a maximum of three (3) minutes. Official action cannot be taken by the Board at that time, but may be placed on a future agenda or referred to the appropriate department. Keep items germane and refrain from personal or slanderous remarks.
2. The public may address any item on the agenda after recognition by the Chair. State your name, address, and group affiliation (if appropriate). You may speak one (1) time for a maximum of three (3) minutes.

Adopted this 1st day of July, 2009.

HARDIN COUNTY BOARD OF SUPERVISORS


Jim Johnson, Chair


Erv Miller, Member


Ed Bear, Member