



**HARDIN COUNTY**  
**Board of Supervisors**

**Wednesday, January 15, 2020**

1. 8:32 A.M. Public Hearing To Vacate A Portion Of Right-Of-Way At The Intersection Of UU Avenue And S-62  
Courthouse Large Conference Room
2. 9:00 A.M. Call To Order  
Courthouse Large Conference Room
3. Pledge Of Allegiance
4. Approval Of Agenda
5. Approval Of Minutes

Documents:

[01-08-2020 MINUTES.PDF](#)  
[01-13-2020 MINUTES.PDF](#)

6. Approval Of Claims For Payment

Documents:

[VENDOR PUBLICATION REPORT 1-15-20.PDF](#)

7. Utility Permits & Secondary Roads Department
8. Appointment Of Wellness Committee Members

Documents:

[MEMO RE APPOINTMENT OF WELLNESS COMMITTEE.PDF](#)

9. Wellness Program Agreement

Documents:

[WELLNESS PROGRAM AGREEMENT.PDF](#)

10. Business Associate Agreement

Documents:

[BUSINESS ASSOCIATE AGREEMENT.PDF](#)

11. Recorder's Monthly Report

Documents:

[RECORDER MONTHLY REPORT.PDF](#)

12. Proclamation – 19th Amendment Centennial Commemoration

Documents:

[19TH AMENDMENT CENTENNIAL COMMEMORATION PROCLAMATION.PDF](#)

13. Appointment Of Hardin Township Clerk

14. Public Comments

15. Other Business

16. Adjournment/Recess

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – JANUARY 8, 2020  
WEDNESDAY - 9:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

Vice-chair BJ Hoffman called the meeting to order. Also present were Supervisor René McClellan; and Matt Jones, Denise Smith, Taylor Roll, Carey Callaway, Rick Patrie, Julie Duhn, Donna Juber, Nick Schutt, Dave Dunn, Jessica Lara, Machel Eichmeier, Pauline Lloyd, Justin Ites, and Angela Silvey. Supervisor Lance Granzow was absent.

The Pledge of Allegiance was recited.

McClellan moved, Hoffman seconded to approve the agenda as posted. Motion carried.

McClellan moved, Hoffman seconded to approve the minutes of December 30, 2019; January 2, 2020; and January 3, 2020. Motion carried.

McClellan moved, Hoffman seconded to approve the January 8, 2020 claims for payment. Motion carried.

Utility Permits: None.

Secondary Roads Department:

County Engineer Taylor Roll received an estimate for X Avenue bridge damages in the amount of \$99,000 and has been in contact with the driver's insurance company. Discussion ensued on potential legal action, licensing, and jurisdictional issues. Roll also advised he recently met with State Rep. Dave Deyoe to discuss funding for county secondary roads.

Roll reviewed an IRVM Request for Proposals for 2020 application of herbicide that he drafted. McClellan moved, Hoffman seconded to approve the RFP with the following changes: in Item VII, scheduling the pre-proposal meeting for January 22, 2020 and, in Item VIII, moving the submittal due date to February 12, 2020 at 9:00 a.m. Motion carried.

McClellan moved, Hoffman seconded to approve the Secondary Roads Voluntary Early Retirement Incentive as proposed by the County Engineer. Motion carried.

McClellan moved, Hoffman seconded to approve the Auditor's Monthly Report for December 2019. Motion carried.

Public Comments:

Comments were received from Julie Duhn on the Treasurer's new bill of sale requirement. Duhn and Pauline Lloyd expressed concern about the cost of and decision to add a Courthouse security guard.

Other Business: None.

McClellan moved, Hoffman seconded to adjourn. Motion carried.

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Lance Granzow, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

HARDIN COUNTY BOARD OF SUPERVISORS  
MINUTES – JANUARY 13, 2020  
MONDAY - 9:00 A.M.  
COURTHOUSE LARGE CONFERENCE ROOM

At 9:00 a.m. Chair Lance Granzow called the meeting to order. Present: Supervisors Granzow, BJ Hoffman, and Reneé McClellan; and Dave Dunn and Angela Silvey.

Discussion was held on changing the public comment policy for regular board meetings and public hearings.

Hoffman moved, McClellan seconded to terminate the existing public comment policy. Motion carried.

Hoffman moved, McClellan seconded that the Chair instruct County Attorney Darrell Meyer to draw up a new policy stating meetings will be conducted according to the Chairperson's discretion and within the guidelines of Robert's Rules of Order. Motion carried.

Discussion was held on changing the policy regarding the sale of County-owned property. Proposed changes include advertising via County website rather than via newspaper, providing a 30-day notice, submission of sealed bids, and allowing public entities the right to first refusal.

Hoffman moved, McClellan seconded for the Chair to consult with the County Attorney on a new surplus property and asset disposal policy. Motion carried.

Updates to Secondary Roads policies and the elimination of policies were also discussed.

Hoffman moved, McClellan seconded to change the time of the IRVM herbicide application pre-proposal meeting on January 22, 2020, as shown on the RFP, to 10:00 a.m. Motion carried.

The meeting was recessed at 9:27 a.m.

At 9:39 a.m. Granzow reconvened the meeting. Present: Supervisors Granzow and BJ Hoffman; and Jessica Lara and Angela Silvey. Absent: Supervisor McClellan.

The purpose of the meeting was to review the FY 2021 budget.

County Auditor Jessica Lara advised that, with current numbers, the General Fund is projected to have a 10 percent carryover. Cuts were recommended. Lara will contact department heads.

Lara reviewed a required levy increase for the General Supplemental Fund should all Secondary Roads' employee benefits be moved to that fund. For FY 2021, a portion of employee benefits will continue to be paid from the Secondary Road Fund.

Lara also reviewed budget projections for Mental Health, Rural Services, Secondary Roads, Debt Services, Capital Projects, and General Supplemental funds.

Granzow will meet again with Lara to review the FY 2021 budget after cuts have been made.

At 10:10 a.m., Hoffman moved, Granzow seconded to recess until 3:00 p.m. Motion carried.

A 3:00 p.m. meeting with Tom Schuetz regarding Wellmark health insurance was cancelled.

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Lance Granzow, Chair  
Board of Supervisors

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Jessica Lara  
Hardin County Auditor

Claims Paid - January 15, 2020

Ahlers & Cooney-P.C.	\$1,804.40
AIA Corporation	\$179.63
Alliant Energy	\$489.14
Arlen Daleske	\$26.74
Arnold Motor Supply	\$617.87
Boeke Funeral Home	\$467.00
Bowman and Miller-P.C.	\$8,150.00
Builders FirstSource	\$707.14
Campbell Supply Co	\$79.99
Century Laundry Distributing	\$464.93
CenturyLink	\$61.90
City of Alden	\$29.56
City of Eldora	\$100.10
City of Radcliffe	\$68.86
Concrete Inc	\$1,735.50
Connie J Mesch	\$50.00
ConvergeOne, Inc	\$1,850.60
Corporate Translation Services Inc dba Language Link	\$51.39
Creps & Abels Funeral Home Inc	\$1,100.00
Culligan	\$71.90
Culligan Water	\$147.30
Dale Howard	\$122.76
Eldora Hardware	\$62.53
Gehrke Quarries, Inc.	\$602.49
Greenbelt Home Care	\$5,867.28
Hardin Co Solid Waste & Recycl	\$30.00
Hardin Co Tire & Service	\$65.45
Heart of Iowa	\$3,232.49
Heritage Motors LLC	\$37.32
IA Dept. of Ag & Land Stew.	\$72.15
Innovative Ag Services	\$1,169.08
Interstate Batteries	\$1,274.96
Iowa Falls Glass Inc	\$170.00
IPERS OFFICE	\$1,598.44
ISAC	\$250.00
Ken's Repair	\$41.80
Kwik Trip Inc	\$39.54
Linn Adams	\$40.00
Linn Co Sheriff	\$38.15
McDowell & Sons Contractors	\$150.00
Mid-America Publishing Corp	\$682.60
Midwest Wheel Companies	\$197.57
Mobile PC Manager	\$869.00
NAPA Auto Parts	\$1,568.57
New Providence Hardware	\$193.39
Pinecrest Mobile Home Park	\$400.00
Pomp's Tire Service	\$1,720.00
Pro Repair & Performance	\$1,350.00
Quality Automotive Inc	\$36.50
Radcliffe Telephone Co	\$313.57
RC Systems- Waterloo Office	\$899.70
Reliable1	\$42,261.56
Sign Pro	\$321.00
State Hygienic Laboratory	\$111.50
Storey Kenworthy	\$94.97
Summit Food Service LLC	\$3,813.47
Superior Fenders, Inc.	\$1,850.00
Times Citizen	\$206.40
US Bank Equipment Finance	\$4,471.49
Veridian Credit Union	\$3,035.24
VISA	\$2,143.95
WahlTek Inc	\$175.00
Wilson Restaurant Supply Inc	\$83.51
Windstream	\$327.50
Youth Shelter Care of North	\$1,959.30
Ziegler Incorporated	\$383.85

**Grand Total**

**\$102,588.03**

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**Lance Granzow, Chair  
Board of Supervisors**

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**Jessica Lara  
Hardin County Auditor**

January 8, 2020

To: Board of Supervisors

From: Linn Adams 

Re: Appointment of Wellness Committee

The agreement with ISAC for the 2020 Wellness Program requires the County to have established a Wellness Committee. We have had one informally in place, however, based on the agreement and the consensus of the Committee, it seems the Committee should be formally endorsed through the Board of Supervisors meeting minutes and the membership named. We recommend that the Board of Supervisors appoint the following to Wellness Committee for the period 1/1/20 to 12/31/20:

- Linn Adams-Community Services (Chair)
- Renee McClellan-County Supervisor (BOS rep. required per agreement)
- Lori Kandner-Recorder
- Deanna Vaux-Treasurers Office
- Becca Junker-Employee and Payroll Benefits Manager
- Taylor Roll- County Engineer
- Rachel Loyd-Greenbelt Home Care
- Chandra Kyte-City of Eldora
- Susan Engelking-Hardin County Solid Waste

**WELLNESS PROGRAM AGREEMENT  
BETWEEN THE IOWA STATE ASSOCIATION OF COUNTIES  
AND PARTICIPATING COUNTY**

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**BACKGROUND**

ISAC has demonstrated support for wellness programming for many years by providing financial resources to counties to be used on wellness programming. ISAC is dedicated to providing members every opportunity to become healthier, and to creating a culture of health and wellness in all counties. This is why ISAC is offering counties the opportunity to participate in a more robust wellness program, along with the assistance of a health management consultant and incentive program to help them achieve their goals. ISAC is determined to address rising health care costs through effective wellness programming to encourage healthy behavior changes in the employee population.

**WORKSITE WELLNESS PLAN**

The ISAC enhanced wellness program will include comprehensive consulting services as well as an incentive program to policy holders during the plan year of 2020.

**POPULATION TO BE SERVICED**

The ISAC Wellness Program is available to persons designated by participating counties. Comprehensive consulting may assist county wellness committees in planning and implementing additional programs that can be available to all employees.

**ISAC WILL PROVIDE THE FOLLOWING: (the "Services")**

- An employee portal to track and monitor the progress of the program
  - Exercises
  - Recipes
  - Additional Online Programs
- A physician fax form provided to the employee that would automatically be uploaded to their portal upon completion
- Monthly completion reporting provided by ISAC
- ISAC consultation and support implementing the program (questions, Lunch & learns, Onsite Visits)
- Ability to take advantage of other program discounts offered to the members in the ISAC Group Health Pool
- A dedicated Health Management Consultant to assist in assessment, planning, implementation and evaluation of wellness initiatives.
- Lifestyle management tools to help members better manage their health, including nutrition planning, fitness planner, online behavior change programs, and more.
- An approved 8 Pillars of Wellness List. The county can request to use other topics and presenters for the "County Sponsored Event" but these requests are subject to approval from ISAC.



## **FEES**

Counties outside of ISAC's Health Plan would be responsible for paying the per member per month (PMPM) fee set by ISAC, which will be set at \$6.00 PMPM for 2020. Counties outside of ISAC's Health Plan are also responsible for providing their own incentives for the program.

## **PARTICIPATING COUNTIES MUST:**

- Form a wellness committee (volunteer or appointed), if one is not already established, that will meet at least four times per calendar year to plan and implement wellness programming. The Health Management Consultant will provide each county with the tools and materials needed to promote these programs.
- Include at least one Supervisor on the committee to support the wellness initiative by holding an active role in the wellness committee and encouraging employees time to participate in wellness programs. County leaders are also encouraged to be an example to employees by participating in programs themselves.
- Encourage employees to complete a physical and or preventative exam with a physician who can fill out a fax form. And complete their online assessment.

## **COLLABORATION**

ISAC is committed to creating a culture of health and wellness at all ISAC counties. ISAC will work with the counties to identify and address its employee health risks through the proposed engagement. We look forward to collaborating with you to promote wellness programs, and welcome any information that you can provide to help us better understand and meet your wellness needs.

## **TERMS AND CONDITIONS**

ISAC does not propose or intend to provide any services which could cause ISAC to be a fiduciary under ERISA or any service which would encompass the practice of law. ISAC's obligations under this Agreement will be suspended to the extent that ISAC is hindered or prevented from rendering any of the Services due to causes beyond ISAC's control.

1. Compliance with All Laws, Rules, and Regulations. Each party represents and warrants it shall comply fully with all applicable federal, state, and local laws, rules, and regulations in performing their respective duties and obligations under the Agreement. It shall be deemed a material breach of the Agreement if either party shall fail to comply with this representation and warranty.

2. Confidential Information. "Confidential Information" means any information Disclosing Party discloses to Receiving Party, either directly or indirectly in writing, orally, or by inspection of tangible objects, including without limitation, trade secrets, business plans, financial plans or arrangements, documents, data, products, prototypes, processes, policies, equipment lists, or samples. Each party may disclose the other party's Confidential Information to its employees, agents, advisors, collaborators and consultants (such as accountants, attorneys and auditors), and to its affiliates' employees, agents, advisors, and collaborators and consultants (such as accountants, attorneys and auditors), who have a need to know such information and are bound by obligations of confidentiality and non-use similar to those herein. Confidential Information may also include information disclosed to Receiving Party by third parties on behalf of the Disclosing Party.

3. Assignment. Neither the Agreement nor any rights or obligations hereunder may be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed. The Agreement shall ensure to the benefit of and be binding upon the successors, and to the extent permitted under the Agreement, the assigns of parties hereto.

Iowa State Association of Counties and the participating county have caused this agreement to be executed January 1<sup>st</sup> – October 31<sup>st</sup>, 2020. The undersigned hereby consent to render services accordingly.

Hardin County elects to participate in the 2020 ISAC Wellness Program, as detailed above.

\_\_\_\_\_  
William R. Peterson, Executive Director  
Iowa State Association of Counties

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Supervisors, County

\_\_\_\_\_  
Date

Please return this agreement to:  
ISAC Wellness, 5500 Westown Pkwy #190, West Des Moines, IA 50266  
FAX: 515-244-6397 or EMAIL: [wellness@iowacounties.org](mailto:wellness@iowacounties.org)

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between Hardin County (the “Covered Entity”), and Iowa State Association of Counties (the “Business Associate”).

### RECITALS

A. Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder (“HIPAA”).

B. Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to a certain agreement entered into with Covered Entity on \_\_\_\_\_ for the provision by Business Associate of wellness program services for Covered Entity (the “Services Agreement”), is a “business associate” of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

**NOW, THEREFORE**, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

### I. DEFINITIONS

1.1 “**Agreement**” has the meaning set forth in the preamble.

1.2 “**ARRA Breach**” has the same meaning as the term “Breach” in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3 “**Business Associate**” has the meaning set forth in the preamble.

1.4 “**Covered Entity**” has the meaning set forth in the preamble.

1.5 “**Data Aggregation**” means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6 “**Designated Record Set**” means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term “record” means any item, collection,

or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

**1.7** “**Document Demand**” has the meaning set forth in Section 3.13.

**1.8** “**Effective Date**” has the meaning set forth in the preamble.

**1.9** “**Electronic PHI**” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “PHI,” as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

**1.10** “**HIPAA**” has the meaning set forth in the Recitals.

**1.11** “**HITECH Act**” means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

**1.12** “**Individual**” means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**1.13** “**PHI**” means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

**1.14** “**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

**1.15** “**Protected Health Information**” (or “PHI”) means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

**1.16** “**Required by Law**” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

**1.17** “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

**1.18** “**Security Incident**” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

**1.19** “**Security Rule**” means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

**1.20** “**Services Agreement**” has the meaning set forth in the Recitals.

**1.21 “Unsecured PHI”** means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

**1.22 Remaining Terms.** Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

## **II. PERMITTED USES AND DISCLOSURES OF PHI**

**2.1 Services Agreement Uses and Disclosures.** Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

**2.2 Other Permitted Uses.** If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

**2.3 Other Permitted Disclosures.** If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

## **III. OBLIGATIONS OF BUSINESS ASSOCIATE**

**3.1 Compliance with Privacy Rule.** Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity’s obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

**3.2 Prohibition on Unauthorized Use or Disclosure.** Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

### **3.3 Minimum Necessary.**

**3.3.1** Business Associate shall limit its use and disclosure of PHI under this Agreement to the “minimum necessary,” as set forth in guidance that the Secretary will issue regarding what constitutes “minimum necessary” under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R.

§ 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

**3.3.2** Paragraph .1 above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

**3.4 Safeguarding PHI; Security Regulations.** Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

**3.5 Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

**3.6 Reporting.** In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.7, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

**3.7 Subcontractors.** Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

**3.8 Access.**

**3.8.1** Within ten (10) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

**3.8.2** In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity

immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

### **3.9 Amendment.**

**3.9.1** If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

**3.9.2** In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

**3.10 Records Availability.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

### **3.11 Accounting of Disclosures.**

**3.11.1** If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

**3.11.2** In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to the Covered Entity and shall take no direct action on the request.

### **3.12 Demands for Production of PHI.**

**3.12.1 Receipt by Business Associate.** If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

**3.12.2 Receipt by Covered Entity.** If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such

Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

**3.13 Request for Restrictions on Disclosure of PHI.** As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

**3.14 Remuneration for PHI.**

**3.14.1** Except as explicitly permitted in the Services Agreement and also set forth in paragraph .2 below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

**3.14.2** Paragraph .1 above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and 164.504(e), and the only remuneration provided is by the Covered Entity to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

**3.15 Marketing Restrictions.** Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.



**3.16 Fundraising Limitations.** Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

#### **IV. ARRA BREACH NOTIFICATION.**

**4.1 Risk Assessment by Business Associate.** If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

**4.2 Notification to Covered Entity.** If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify the Covered Entity of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

**4.3 Delayed Notification to Covered Entity.** Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to

demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

**4.4 Notification to Individuals, the Secretary and/or the Media.** In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected Individuals for a period of at least two (2) years of credit monitoring.

## **V. TERM AND TERMINATION**

**5.1 Term.** This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

**5.2 Termination for Cause.** Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement shall automatically and immediately terminate, unless termination is infeasible.

**5.3 Termination after Repeated Violations.** Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

**5.4 Obligations Upon Termination.** Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

**5.4.1** Except as provided in paragraph .2 of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

**5.4.2** In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## **VI. INDEMNIFICATION; INSURANCE**

**6.1 Indemnification by Business Associate.** Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

**6.2 Right to Tender or Undertake Defense.** If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

**6.3 Right to Control Resolution.** Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

**6.4 Insurance.** Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

**6.5 Conflicts.** With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

## **VII. GENERAL PROVISIONS**

**7.1 Effect.** The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

**7.2 Amendment.** Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

**7.3 No Third Party Beneficiaries.** This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.

**7.4 Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

**7.5 No Waiver.** No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**7.6 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

**7.7 Relationship of the Parties.** Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

**7.8 Counterparts; Facsimile Signature.** This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

**7.9 Notification**

**7.9.1 Business Associate.** To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

Iowa State Association of Counties  
William Peterson, Executive Director of ISAC  
5500 Westown Parkway, Suite 190  
West Des Moines, IA 50266

**7.9.2 Covered Entity.** To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

Linn Adams  
Wellness Committee Chair  
1201 14th Avenue  
Eldora, IA 50627

**7.10 Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

Print Name: William R. Peterson

Title: Executive Director of ISAC

Date: \_\_\_\_\_

**COVERED ENTITY**

By: \_\_\_\_\_

Print Name: Lance Granzow

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_



# Recorder's Monthly Report to the Treasurer

12/01/2019 to 12/31/2019

## Liability

Account Number	Description	Net
0001-1-07-8000-400000-2	Use Tax-DOR	(\$1,361.94)
0001-1-07-8000-400000-3	State Sales Tax-DOR	(\$1,323.00)
0001-1-07-8000-400000-4	Local Option Tax-DOR	(\$220.50)
0001-1-07-8000-401000-1	Snowmobile Registration Fees-State	(\$1,438.50)
0001-1-07-8000-401001	Snowmobile Titles - State	(\$104.00)
0001-1-07-8000-401002	Snowmobile Liens - State	(\$13.00)
0001-1-07-8000-402000	RVVRS Boat Registration Fees - State	(\$164.10)
0001-1-07-8000-402001-1	RVVRS Boat Titles - State	(\$1.50)
0001-1-07-8000-402001-2	RVVRS Boat Titles - DOR	(\$5.00)
0001-1-07-8000-402002-1	RVVRS Boat Liens - State	(\$1.50)
0001-1-07-8000-402002-2	RVVRS Boat Liens - DOR	(\$5.00)
0001-1-07-8000-403000-1	Hunting & Fishing Fees-State	(\$3,457.50)
0001-1-07-8000-404000-2	Real Estate Transfer Tax-State	(\$5,980.52)
0001-1-07-8000-406000-1	Vitals Certified Copies-State	(\$2,167.00)
0001-1-07-8000-407000-1	ATV Registration Fees-State	(\$891.50)
0001-1-07-8000-407000-2	ATV Titles-State	(\$65.00)
0001-1-07-8000-407000-3	ATV Liens-State	(\$19.50)
0001-1-07-8000-413001-1	Marriage License-State	(\$62.00)
<b>Total</b>		<b>(\$17,281.06)</b>

## Revenue

Account Number	Description	Net
0001-1-07-8000-400000	Recording of Instruments	(\$6,510.00)
0001-1-07-8000-400000-1	Over Payment	(\$7.25)
0001-1-07-8000-401000	Snowmobile Writing Fees (\$5.00)-County	(\$90.00)
0001-1-07-8000-402001	RVVRS Boat Titles - County	(\$5.00)
0001-1-07-8000-402002	RVVRS Boat Liens - County	(\$5.00)
0001-1-07-8000-403000	Hunting & Fishing Fees-County	(\$139.50)
0001-1-07-8000-404000	Real Estate Transfer Tax-County	(\$1,246.68)
0001-1-07-8000-406000	Vitals Certified Copies-County	(\$788.00)
0001-1-07-8000-407000	ATV Writing Fees(\$5.00)-County	(\$65.00)
0001-1-07-8000-408000	RVVRS Writing Fees - County	(\$171.25)
0001-1-07-8000-410000	Auditor's Transfer Fees - \$5.00	(\$510.00)
0001-1-07-8000-413001	Marriage License-County	(\$8.00)
0001-1-07-8000-550000	Photocopy/Fax Fees	(\$273.50)
0024-1-07-0000-414000	Document Management Fees	(\$313.00)
5410-1-07-0000-416000	Electronic Transaction Fees	(\$313.00)
<b>Total</b>		<b>(\$10,445.18)</b>
<b>Grand Total</b>		<b>(\$27,726.24)</b>



# Recorder's Monthly Report to the Treasurer

12/01/2019 to 12/31/2019

## Range Summary

Range	Account	Net
<b>Department of Revenue</b>		
	0001-1-07-8000-400000-4 Local Option Tax-DOR	(\$220.50)
	0001-1-07-8000-400000-3 State Sales Tax-DOR	(\$1,323.00)
	0001-1-07-8000-400000-2 Use Tax-DOR	(\$1,361.94)
	0001-1-07-8000-402002-2 RVVRS Boat Liens - DOR	(\$5.00)
	0001-1-07-8000-402001-2 RVVRS Boat Titles - DOR	(\$5.00)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$5,980.52)
<b>Department of Revenue</b>		<b>(\$8,895.96)</b>
<b>Hunting and Fishing</b>		
	0001-1-07-8000-403000 Hunting & Fishing Fees-County	(\$139.50)
	0001-1-07-8000-403000-1 Hunting & Fishing Fees-State	(\$3,457.50)
<b>Hunting and Fishing</b>		<b>(\$3,597.00)</b>
<b>Marriage Application</b>		
	0001-1-07-8000-413001-1 Marriage License-State	(\$62.00)
	0001-1-07-8000-413001 Marriage License-County	(\$8.00)
<b>Marriage Application</b>		<b>(\$70.00)</b>
<b>RVVRS County</b>		
	0001-1-07-8000-408000 RVVRS Writing Fees - County	(\$171.25)
	0001-1-07-8000-401000 Snowmobile Writing Fees (\$5.00)-County	(\$90.00)
	0001-1-07-8000-402001 RVVRS Boat Titles - County	(\$5.00)
	0001-1-07-8000-407000 ATV Writing Fees(\$5.00)-County	(\$65.00)
	0001-1-07-8000-402002 RVVRS Boat Liens - County	(\$5.00)
<b>RVVRS County</b>		<b>(\$336.25)</b>
<b>RVVRS State</b>		
	0001-1-07-8000-401002 Snowmobile Liens - State	(\$13.00)
	0001-1-07-8000-401001 Snowmobile Titles - State	(\$104.00)
	0001-1-07-8000-402002-1 RVVRS Boat Liens - State	(\$1.50)
	0001-1-07-8000-402000 RVVRS Boat Registration Fees - State	(\$164.10)
	0001-1-07-8000-402001-1 RVVRS Boat Titles - State	(\$1.50)
	0001-1-07-8000-407000-2 ATV Titles-State	(\$65.00)
	0001-1-07-8000-407000-1 ATV Registration Fees-State	(\$891.50)
	0001-1-07-8000-401000-1 Snowmobile Registration Fees-State	(\$1,438.50)
	0001-1-07-8000-407000-3 ATV Liens-State	(\$19.50)
<b>RVVRS State</b>		<b>(\$2,698.60)</b>
<b>Transfer Tax</b>		
	0001-1-07-8000-404000 Real Estate Transfer Tax-County	(\$1,246.68)
	0001-1-07-8000-404000-2 Real Estate Transfer Tax-State	(\$5,980.52)
<b>Transfer Tax</b>		<b>(\$7,227.20)</b>
<b>Vitals Certified Copies</b>		
	0001-1-07-8000-406000-1 Vitals Certified Copies-State	(\$2,167.00)

# Recorder's Monthly Report to the Treasurer

12/01/2019 to 12/31/2019

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	0001-1-07-8000-406000 Vitals Certified Copies- County	(\$788.00)
Vitals Certified Copies		(\$2,955.00)

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## ***HARDIN COUNTY***

### 19<sup>th</sup> Amendment Centennial Commemoration

- Proclamation -

**Whereas**, in 1848 people gathered together in Seneca Falls, New York and cited the unfairness of depriving women of the right to vote; and

**Whereas**, the fight for women's suffrage, from the first women's rights convention to enfranchisement, lasted more than 72 years, with women from all walks of life, political views and demographic backgrounds asking for the right to voice their opinions at the polls; and

**Whereas**, Iowa women by the thousands advocated for the right to vote and suffragists nationwide turned to public education and persuasion. They held conferences; campaigned; lobbied; marched; pleaded; petitioned; and suffered public disdain, violent opposition, and prison; and

**Whereas**, suffragists pushed for a single constitutional amendment, granting female suffrage on the federal level, dubbed the Susan B. Anthony Amendment; and

**Whereas**, Carrie Chapman Catt led the national movement, meeting with President Woodrow Wilson to secure his support for suffrage in light of women's contributions during World War I; and

**Whereas**, it took male allies to support women in their endeavor to vote, for it was sons, husbands and fathers who ultimately heard the calls of women and the House of Representatives took a historic vote on May 21, 1919 followed by the Senate on June 4, 1919, and three-fourths of the states needed to ratify the 19<sup>th</sup> Amendment; and

**Whereas**, Iowa was the 10<sup>th</sup> state to ratify the 19<sup>th</sup> Amendment on July 2, 1919 and Tennessee was the 36<sup>th</sup> state to ratify the 19<sup>th</sup> Amendment, making it the law of the land on August 26, 1920 whereby millions of women were enfranchised; and

**Whereas**, the introduction, passage and ultimate ratification of the 19<sup>th</sup> Amendment were the culmination of decades of work and struggle by advocates for the rights of women across the United States; and

**Whereas**, the ratification of the 19<sup>th</sup> Amendment ensured women could more fully participate in our democracy and fundamentally changed the role of women in the civic life of our Nation; and

**Whereas**, most of the women who began asking for the right to vote never lived to see the enfranchisement of women; and

**Whereas**, the daughters, granddaughters and great-granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

**Whereas**, women are running for office in unprecedented numbers, many current politicians, both male and female, remember that they follow in the footsteps of these great suffragists; and

**Whereas**, the centennial anniversary of the ratification of the 19<sup>th</sup> Amendment represents a historical milestone to be lauded and celebrated: Now, therefore, be it . . .

**Resolved**, Hardin County:

- 1) commemorates the 100<sup>th</sup> anniversary of the passage and ratification of the 19<sup>th</sup> Amendment, providing for women's suffrage, to the Constitution of the United States;
- 2) honors the role of the ratification of the 19<sup>th</sup> Amendment in further promoting the core values of our democracy as promised by the Constitution of the United States;
- 3) reaffirms the opportunity for people in the United States to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and
- 4) reaffirms the desire of Hardin County citizens to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19<sup>th</sup> Amendment.

**Therefore**, citizens of Hardin County shall enjoy the freedom of voter participation and continue to fight for voting rights for all citizens, and Hardin County celebrates this important milestone by proclaiming the calendar year 2020 to be the: ***19<sup>th</sup> Amendment Centennial Commemoration***.

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Chair, Board of Supervisors

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Date