

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
June 30 - July 4, 2014

Tuesday, July 1, 2014

Committee of the Whole - 8:00 am
Board Room, 1st Floor, Administrative Center

- ___ 1. Roll Call: Earnhardt, Hancock, Minard, Sunderbruch, Cusack

Human Resources

- ___ 2. Staff appointment.

Health & Community Services

- ___ 3. FY2015 Contractual Agreement between the Center for Active Seniors, Inc., and Scott County. (Item 3)
- ___ 4. FY2015 Contractual agreement between Community Health Care and Scott County. (Item 4)
- ___ 5. FY2015 County Services Agreement between the Eastern Iowa MH/DS Region and Scott County. (Item 5)

Other Items of Interest

- ___ 6. Recognition of Joe Ragona's years of service on the Benefited Fire District #5. (Item 6)
- ___ 7. Board Appointment. (Item 7)
- ___ 8. Approval of tobacco/cigarette permit for Kwik Shop #589.

Thursday, July 3, 2014

Regular Board Meeting - 5:00 pm
Board Room, 1st Floor, Administrative Center

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

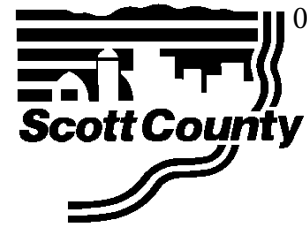
July 3, 2014

APPROVAL OF STAFF APPOINTMENTS

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The hiring of Travis Bulman for the position of Deputy Sheriff in the Sheriff's Office at the entry level rate.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item 03
07-01-14

(563) 326-8723 Fax (563) 326-8730

June 23, 2014

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement
Center for Active Seniors, Inc. (CASI)

Enclosed is the proposed FY15 Agreement with the above listed agency. The changes are as described below.

The dates and contractual amounts are changed to reflect the Board's decisions during the budget review process.

The contract has been reviewed by the agency. No additional changes were requested. I will be available at the Committee of the Whole meeting for any questions.

AGREEMENT

This agreement is made and entered into this 1st day of July, 2014, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Center for Active Seniors, Inc., (hereinafter referred to as CASI), which provides programs for older persons in Scott County.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and CASI agree as follows:

1. Scott County shall make an annual payment to CASI for the performance of its covenants in the amount of \$213,750 payable in twelve (12) monthly installments of \$17,812.50. Each installment shall be made available on the day following the first monthly meeting of the Scott County Board of Supervisors.

2. Scott County agrees to pay CASI this sum of \$213,750 as consideration for CASI serving Scott County senior citizens at appropriate sites in Scott County as are necessary in the best interest of the above individuals and/or families. Such services shall include:

- A. Outreach
- B. Day Care
- C. Volunteer
- D. Leisure
- E. Congregate Meals

3. Scott County and CASI each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CASI, such as fees collected for services provided to individual clients.

4. Scott County and CASI agree that in order to provide more targeted county funding to the vulnerable elderly population, the FY14 funding levels will be:

- A. OUTREACH: The county funding level will be \$117,317. CASI will, at a minimum, maintain identified outside revenues to this program of \$145,110.
- B. DAY CENTER: The county funding will be \$26,586.
- C. VOLUNTEER SERVICES: The county funding level will be \$41,550.
- D. LEISURE SERVICES: The county funding level is capped at \$18,297.
- E. CONGREGATE MEALS: The county funding level will be \$10,000.

5. CASI shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation. Funds provided hereunder shall not be used to further the election of any candidate for political office.
6. CASI shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission without prior Scott County approval of such transfers.
7. CASI shall provide Scott County with:
 - A. A revised budget estimate and program performance projections if different from the original request, within thirty (30) days of the signing of this agreement.
 - B. Quarterly reporting on performance indicators and financial data as specified in the Scott County Budget submission.
 - C. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of existing programs, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
 - D. Minutes or, summary of, the monthly meetings of the CASI Board of Directors.
8. CASI shall provide Scott County with an independent Certified Public Accountant audit for FY2015. The audit shall be delivered to Scott County by November 1, 2015.
9. Scott County shall be named as additional insured under a comprehensive liability policy maintained by CASI, and providing a minimum coverage of \$1 million. A copy of the insurance certificate for the term of the contract shall be on file in the Scott County Office of the Director of Budget and Information.
10. CASI shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons or property being damaged or injured by CASI or any agent or employee of CASI, whether by negligence or otherwise.
11. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.
12. This agreement shall be for one year. If either party wishes to terminate this agreement the first party shall deliver to the second party a ninety (90) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS

CENTER FOR ACTIVE SENIORS, INC.

Larry Minard, Chairman

Gwen Tombergs, Chairman
Board of Directors

Date

Date

ATTEST:

Roxanna Moritz, Scott County Auditor

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 3, 2014

APPROVAL OF FY2015 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR
ACTIVE SENIORS, INC. AND SCOTT COUNTY

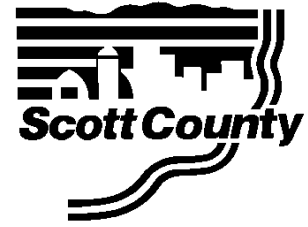
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY2015 contractual agreement between Scott County and
the Center for Active Seniors, Inc. for the provision of programs for
older persons in Scott County is hereby approved

Section 2. That the Chairman is authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2014.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item 04
07-01-14

(563) 326-8723 Fax (563) 326-8730

June 23, 2014

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement
Community Health Care (CHC)

Enclosed is the proposed FY15 Agreement with Community Health Care.

The dates and contractual amounts reflect the Board's decisions during the budget review process. The county will provide \$302,067 for primary health care for Community Services clients and another \$52,946 for the sliding fee scale. The agency will be reporting on new BFOs: the number of individuals seeking care who have no insurance, how many accept assistance with enrollment in some form of insurance, how many of them fall above and below the Federal Poverty level of 150%, and the total cost of care for those with no insurance.

The contract was reviewed by the agency. I will be available at the Committee of the Whole meeting for any questions.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

Date: July 1, 2014

Agreement Parties: Scott County
600 West 4th Street
Davenport, IA 52801

Community Health Care, Inc.
500 W. River Drive
Davenport, IA 52801

Agreement Amount: \$355,013

Purpose: Provision of comprehensive, ambulatory health care programs with particular emphasis on low and fixed income populations for Scott County.

Agreement Period: This Agreement shall commence on July 1, 2014 and shall continue in full force and effect until June 30, 2015, unless either party wishes to terminate this agreement and provides the other party a written (90) day notice of termination.

Community Health Care, Inc. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

**For and on behalf of the Scott County
Board of Supervisors:**

**For and on behalf of Community Health Care, Inc.
Board of Directors:**

By: _____
Larry Minard, Chairman

By: _____
Frank Manuel, Chairman

Date: _____

Date: _____

ATTEST:

**Roxanna Moritz
Scott County Auditor**

I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this agreement. Negotiations concerning this agreement should be referred to the Chairperson at telephone (563) 326-8749 or board@scottcountyiowa.com. The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The President of the Board of Directors is the Authorized Community Health Care, Inc. Official for this Agreement. This individual is responsible for financial and administrative matters of this agreement. Negotiations concerning this agreement should be referred to the President at telephone (563) 336-3000. Community Health Care, Inc. hereinafter will be referred to as CHC.

II. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on July 1, 2014 and shall continue until June 30, 2015. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
- B. This agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

III. Scope of Services

- A. CHC shall provide medical, dental, mental health, laboratory and x-ray, pharmacy, and health education/nutrition services as needed to those Scott County Community Services participants. It is understood and agreed that, in the event CHC or the county experiences funding reductions, either party may discontinue or modify the aforementioned services provided a ninety (90) days notice of its intent to discontinue or modify services is given to the other party. CHC will work with Community Services patients to establish a medical and dental home at CHC. CHC will provide education about other health services and programs available in Scott County to all Community Services patients.
- B. Scott County recognizes CHC's authority to charge a minimum co-payment fee to eligible clients. However, CHC agrees to exempt clients referred by the Scott County Community Services Department from the co-payment fee schedule.
- C. CHC agrees to honor prescriptions authorized by appropriate specialists provided that the client is a CHC patient and was referred by CHC to the appropriate specialist. Charges for such prescriptions shall be in accordance with item #III. B. of the agreement.

- D. CHC agrees to honor psycho-therapeutic prescriptions authorized by the staff of Vera French Community Mental Health Center as well as other mental health providers for clients referred by Scott County Community Services and who have established their medical care with CHC. Prescriptions will be co-signed by CHC staff at the discretion of the Primary Care Provider providing services to the patient. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
- E. CHC agrees to honor prescriptions authorized by outside physicians for clients referred by the Scott County Community Services Department after they have seen a CHC physician. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
- F. Payment under this contract for Scott County Community Services is understood to be exclusive of any prescription for AZT or Clozapine. Payment for these pharmaceuticals will be approved on an individual basis by the Scott County Community Services Department.
- G. Pharmaceutical services are provided based on the Medicaid formulary and any additional pharmaceuticals included in the CHC formulary.
- H. CHC agrees to track the number of clients with/without medical insurance and how many accept assistance to be enrolled in some form of insurance. CHC agrees to track the number of clients above and below the Federal Poverty level of 150%. CHC agrees to track with cost of care for the referred Scott County Community Services clients who have no insurance.

IV. Manner of Financing

- A. Scott County shall make payment to CHC for the performance of its covenants in the amount of \$355,013.00 payable in eleven (11) monthly allotments of \$29,578.00 and one (1) installment of \$29,655.00. Each installment shall be made available on the first day following the first monthly meeting of the Scott County Board of Supervisors.
- B. Scott County and CHC each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CHC, such as fees collected for services provided to individual patients.
- C. CHC shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission, which is attached and hereby made a part of this agreement, without prior Scott County approval of such transfers.

V. Liability and Indemnification

- A. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CHC and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.

- B. CHC shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CHC or any agent or employee of CHC.

VI. Reports

- A. CHC agrees to submit the following reports to Scott County:
 - i. Certificate of insurance: Annually at the time of renewal
 - ii. A revised budget estimate and program performance projections if different from the original request: Within thirty (30) days of the signing of this agreement
 - iii. First quarter indicators: October 31, 2014
 - iv. Second quarter indicators: January 30, 2015
 - v. Third quarter indicators: April 30, 2015
 - vi. Fourth quarter indicators: August 31, 2015
 - vii. Certified Public Accountant Audit report: 150 days from the end of the agency's fiscal year
 - viii. A quarterly report of Community Services patients, dates of service, and cost of service for medical, dental and pharmacy:
 - First Quarter: October 31, 2014
 - Second Quarter: January 30, 2015
 - Third Quarter: April 30, 2015
 - Fourth Quarter: August 31, 2015
 - ix. Minutes, or a summary thereof, the monthly meetings of the CHC Board of Directors.
 - x. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of an existing program, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
 - xi. All of CHC's financial and statistical records will be open to Scott County.

VII. Additional Conditions

- A. CHC shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 3, 2014

APPROVAL OF FY15 CONTRACTUAL AGREEMENT BETWEEN COMMUNITY
HEALTH CARE AND SCOTT COUNTY

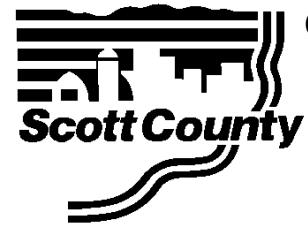
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY15 contractual agreement between Scott County and Community Health Care for provision of comprehensive, ambulatory health care programs with emphasis on low and fixed income populations for Scott County is hereby approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2014.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item 05
07-01-14

(563) 326-8723 Fax (563) 326-8730

June 23, 2014

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: County Service Agreement

Enclosed is the proposed FY15 County Service Agreement between Scott County and the Eastern Iowa MH/DS Region.

With MH Redesign and Regionalization, the newly formed Governing Board of Directors needed a mechanism to give the individual counties within the region the authority to authorize/fund services and pay the bills. With the help of the county attorneys, this agreement was drafted.

The Eastern Iowa MH/DS Region will operate as outlined in the regional budget, annual service plan and management plan. Although the counties will continue to function in the same manner prior to regionalization, the Governing Board of Directors is ultimately responsible for the MH funds. Because regionalization is so new, there was nothing in place to allow counties to spend money/pay bills. The county services agreement allows for the individual counties to operate while being overseen by the Governing Board of Directors.

I will be available at the Committee of the Whole meeting to answer any questions.

Eastern Iowa Mental Health/Disability Services Region

County Services Agreement

For

Fiscal Year 2015

The Eastern Iowa Mental Health/Disability Services Governing Board is the Regional Administrative Entity, as defined in Iowa Code Section 331.388(4) and is the authorizing governing board for county services. The counties that make up the Eastern Iowa MH/DS Region perform the day to day service administration on behalf of the regional government. This agreement delegates the responsibility and funding for those services provided at the county level for Fiscal Year 2015 as outlined in the regional budget, annual service plan, and management plan adopted by the regional board to the counties.

This Service Agreement entered into effective July 1, 2014 to June 30, 2015 by and between the Eastern Iowa Mental Health/Disability Services Governing Board and Scott County. Funding for these services may be a combination of property taxes, equalization funds and state payment program funds from the State of Iowa.

Scott County agrees to perform all administrative functions related to the oversight of the services and provide staff to review all applications for financial, clinical/service needs and residency eligibility. The county will be responsible to complete all documentation and data collection required for state reporting of all expenditures.

At the end of the fiscal year, an audit will be performed at the county level to determine funds spent in the fiscal year and the remaining fund balance. Excess fund balance as determined by the Eastern Iowa MH/DS Regional Governing Board will be sent to the region 30 days after the county audit is received.

Each party shall hold harmless from and indemnify the other party against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons or property being damaged or injured by any employee or official of the party, whether by negligence or otherwise. This paragraph does not constitute a waiver of any defense, privilege, or immunity that either party would have against any claim, suit, or other action.

Scott County and the Governing Board acknowledges and agrees to comply with all applicable state and federal laws and regulations protecting the confidentiality of individual records, including Health Insurance Portability and Accountability Act of 1996

(HIPAA), corresponding Standards for Privacy of Individually Identifiable Health Information regulations and Security Standards for Protection of Electronic Protected Health Information.

Scott County shall comply with all applicable Federal and State laws prohibiting discrimination against persons on account of race, sex, color, age, religion, national origin, disability, ability to pay or any other protected class.

IN WITNESS WHEREOF, The Eastern Iowa Mental Health/Disability Services Governing Board and Scott County, have executed this Agreement as of the date first above written.

The Eastern Iowa Mental Health/Disability
Services Governing Board

Scott County

By: _____
Governing Board Chair

By: _____
Chairman, Scott County Board
Of Supervisors

Date: _____

Date: _____

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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 3, 2014

APPROVAL OF THE FY15 COUNTY SERVICES AGREEMENT BETWEEN THE
EASTERN IOWA MH/DS REGION AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY15 county services agreement between the Eastern Iowa
MH/DS Region and Scott County delegating the responsibility of
administrative functions and funding for MH/DS services to the
county level is hereby approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2014.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 3, 2014

RECOGNITION OF JOE RAGONA'S 38 YEARS OF SERVICE ON BENEFITED FIRE DISTRICT #5

WHEREAS, Joe Ragona has served on the Benefited Fire District #5 for the past thirty-eight years;

WHEREAS, he has served on the Benefited Fire District as a dedicated volunteer without compensation;

WHEREAS, he has been fair and open minded in his review and determination of decisions made regarding Benefited Fire District #5;

WHEREAS, he has served the citizens of Scott County, and has willingly given his time and efforts towards a better local government.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Board of Supervisors wants to offer their sincere appreciation to Joe Ragona for his many years of dedicated service to Scott County;
- Section 2. That the Board of Supervisors extends their best wishes to Joe Ragona;
- Section 3. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 3, 2014

APPROVAL OF APPOINTMENT OF JOE CRONKLETON JR TO THE
BENEFITED FIRE DISTRICT #5

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the appointment of Joe Cronkleton Jr., Donahue, Iowa, to the Benefited Fire District #5 for a three (3) year term expiring on July 19, 2017 is hereby approved.

Section 2. This resolution shall take effect immediately.