

**Marshall County Board of Supervisors  
Regular Session July 5, 2022, at 9:05 a.m.  
Marshall County Election Center, 107 S 1st Avenue, Marshalltown, Iowa  
AGENDA**

**1. Call to Order.**

**How to Participate in the meeting**

The Board encourages the public to remain engaged and actively participate via the ZOOM process if they are unable to attend the meeting at the Marshall County Election Center, 107 S 1st Avenue. Presenters may provide documentation electronically for inclusion during the meeting prior to the agenda deadline and are requested to participate via ZOOM. There are 4 available options to view and/or participate in the public meetings:

- Attend in person at the Marshall County Election Center, 107 S 1st Avenue, Marshalltown, Iowa.
- View on YouTube. View live or replay later. [MARSHALL COUNTY YOUTUBE](#)
- Call in by Phone: 1-312-626-6799, Meeting ID 871 3622 1316 Passcode 526957
- Zoom. Participate Live. [HTTPS://US02WEB.ZOOM.US/J/87136221316?PWD=Q0LDEXVVEHPLSVROA3LVRDVTcxHAQT09](https://us02web.zoom.us/j/87136221316?pwd=Q0LDEXVVEHPLSVROA3LVRDVTcxHAQT09)

**Notice to the Public**

The Board of Supervisors welcomes comments from the public during the time allowed for discussion. You are requested to approach the microphone, state your name for the record and limit the time used to present your remarks in order that others may be given the opportunity to speak. The normal process on any agenda item is for the Chairperson to read the item from the agenda. The Board is given an opportunity to comment on the issue and/or place a motion on the floor. An opportunity for discussion may be presented at which time the public may participate and a roll call vote will follow.

**2. Pledge of Allegiance**

**3. Roll Call.**

Present ___ / Absent ___ / By ZOOM ___	Present ___ / Absent ___ / By ZOOM ___	Present ___ / Absent ___ / By ZOOM ___
THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

**4. Approve Agenda.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

**5. Consent Agenda:**

**5.A. Approve Regular Session Minutes, June 21, 2022, and Special Session Minutes, June 21, 2022.**

Documents:

- [2022-06-21\\_MINUTES.PDF](#)
- [2022-06-21 MINUTES SPECIAL WITH CLOSED SESSION COLLECTIVE BARGAINING.PDF](#)

**5.B. Approve claims as audited and authorize the County Auditor and Recorder to issue payment of the same. The listing of claims paid at this meeting and all claims paid in the current month will be published as part of the first meeting of the following month.**

**5.C. File Manure Management Plans**

- Upchurch Feeders Inc ID66010, 70508 US Highway 30, Colo - with changes

Documents:

[UPCHURCH FEEDERS INC ID66010, 70508 US HIGHWAY 30, COLO - WITH CHANGES.PDF](#)

**5.D. End of Consent Agenda. Roll call vote:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

**6. Personnel Changes:**

**6.A. Approve New Hire, County Attorney's Department, Administrative Assistant, Lisa Crouch, Permanent Full Time, \$16.50/hr., with a start date on or after July 18, 2022.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to \_\_\_ New Hire, County Attorney's Department, Administrative Assistant, Lisa Crouch, Permanent Full Time, \$16.50/hr., with a start date on or after July 18, 2022.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Documents:

[NEW-CHG EMPLOYEE APPROVAL-LISA CROUCH.PDF](#)

**7. Approve RACOM 911 Radio and Tower Staging Acceptance following June 29th Staging Acceptance Test including Functional Testing, P25 Trunked Calls and Site Features, and P25 Phase 2 Functionality and authorize Vice-Chairman to sign.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to \_\_\_ RACOM 911 Radio and Tower Staging Acceptance following June 29th Staging Acceptance Test including Functional Testing, P25 Trunked Calls and Site Features, and P25 Phase 2 Functionality and authorize Vice-Chairman to sign.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Documents:

[RACOM INV 21ORD00991C.PDF](#)

**8. Approve LEASE AGREEMENT between CICS and Marshall County for space in the Annex effective 7/01/22.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to \_\_\_ lease agreement between CICS and Marshall County for space in the Annex effective 7/01/22, and authorize Vice Chair to sign.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Documents:

[CICS MARSHALL CO AND CICS OFFICE RENT - RECORDABLE FINAL.PDF](#)

**9. Approve BUSINESS ASSOCIATE AGREEMENT with Central Iowa Community Services relating to safeguarding public health information.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to \_\_\_ Approve BUSINESS ASSOCIATE AGREEMENT with Central Iowa Community Services relating to safeguarding public health information, and authorize Vice Chair to sign.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Documents:

[CICS HIPAA BAA COVER LETTER 20220616.PDF](#)  
[CICS BAA MARSHALL COUNTY AND CICS - RECORDABLE.PDF](#)

**10. ADOPT RESOLUTION 2022-0024 APPROVING THE ASSIGNMENT OF CERTIFICATE OF PURCHASE AT TAX SALE OF 111 DUBUQUE STREET, LISCOMB, IOWA, TO THE CITY OF LISCOMB, IOWA.**

- Whereas, the City of Liscomb, Iowa, requests to obtain the following certificates of tax sale:
- Tax Sale Certificate #20221320, Parcel Number 8519-12-283-001, Property Address: 111 Dubuque St, Liscomb, Iowa.
- Whereas, Marshall County therefore avoids the expense of tax redemption procedure, and
- Whereas, the transfer of said certificates of tax purchase to The City of Liscomb, Iowa, is in the better interest of the County and is in the better interest of the City of Liscomb to eliminate any form of liability to Marshall County.
- Therefore, it is hereby resolved that the Chairman of the Board of Supervisors is authorized and directed to execute the assignment of certificates of tax purchases of this real estate upon receipt of \$10.00 per each assignment of tax sale certificates fee payment.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to adopt ADOPT RESOLUTION 2022-0024 APPROVING THE ASSIGNMENT OF CERTIFICATE OF PURCHASE AT TAX SALE OF 111 DUBUQUE STREET, LISCOMB, IOWA, TO THE CITY OF LISCOMB, IOWA.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Documents:

[RES 2022-0024\\_2022-07-05\\_RES AUTH TAX CERT CITY LISCOMB 111 DUBUQUE ST.PDF](#)

**11. Approve Marshall County to apply for Iowa Grants to Counties.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to \_\_\_ **Marshall County application for Iowa Grants to Counties, authorize Zoning Commissioner Apfel to do all things necessary to effectuate the grant.** This grant will offset costs for well water testing, well repairs and well plugging for fiscal year 2022- 2023.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

**12. Marshall County Hazard Mitigation Grant Application, Siren project.  
Discussion, possible action.**

Motion by \_\_\_\_\_, second by \_\_\_\_\_.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

**13. Items previously tabled:**

**13.A. Tabled: Review and possible Approval of selected project expenditures recommended by the Marshall County ARPA Committee, to be paid from the AMERICAN RESCUE PLAN ACT (ARPA) FUND**

PROJECTS recommended by ARPA Committee at their meeting 2/1/2022:

Tabled "without specific date":

- Mental Health Court, \$229,000.00
- Assist LeGrand for radio equipment acquisition, 50% of purchase price, \$16,099.26
- Assist Timber Creek Township for radio equipment acquisition, 50% of purchase price, \$17,154.76.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to remove item from table for discussion and possible action.

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to

THOMPSON, Chair	SALASEK, Vice Chair	PATTEN, Member

o

**14. Public Forum. Time set aside for the public to make comments on topics of County business other than those listed on this agenda. No action will be taken on any of these topics brought up in the public forum.**

**15. Adjournment.**

The next regular session is July 19, 2022, at 9:05 a.m. All business to be acted upon at that session should be submitted to the County Auditor and Recorder's Office or the Board of Supervisors' Office by Wednesday, July 13, 2022, at 12:00 p.m. There being no further business to come before the Board, the meeting is adjourned at \_\_\_\_\_a.m.

Subscribe to receive Marshall County notifications: <http://www.marshallcountyia.gov/list.aspx>

**Marshall County Board of Supervisors  
Regular Session June 21, 2022, at 9:05 a.m.  
Election Center  
107 S 1<sup>st</sup> Avenue, Marshalltown, Iowa and via ZOOM**

**MINUTES**

The Marshall County Board of Supervisors met in regular session according to the posted notices in the Marshall County Election Center, 107 S 1<sup>st</sup> Avenue, Marshalltown, Iowa. There were internet issues and it was not possible to connect via online ZOOM. There were several members of the public present physically. Chair Thompson called the meeting to order on June 21, 2022, at 9:05 a.m. and led the Pledge of Allegiance. Present: Chair David E Thompson, Vice Chair Steve Salasek, Member Bill Patten. Patten moved to approve the agenda, second by Salasek. Motion carried 3-0.

Service Award Recognition: 10 Years, Blake Ihde, Deputy Sheriff, Sheriff's Office

Salasek moved to adopt the **Consent Agenda**, second by Patten. Motion carried 3-0. Items:

1. Approve Regular Session Minutes, June 7, 2022, and Emergency Special Session Minutes, June 8, 2022.
2. May 2022 Claims List, to be published with Minutes of June 7, 2022
3. Approve Minutes, Special Session for Election Canvass, June 14, 2022.
4. Approve claims as audited and authorize the County Auditor and Recorder to issue payment of the same. The listing of claims paid at this meeting and all claims paid in the current month will be published as part of the first meeting of the following month.
5. File Clerk of District Court Report: May 2022. General Supplemental Fund Surcharge: \$ 89.96.

**Personnel Changes:**

Motion by Patten, second by Salasek to approve Status Change from MECH3 to TD2, Secondary Roads, Rob Crandon, Permanent Full Time, \$26.72/hr., effective June 25, 2022. Motion carried 3-0.

Motion by Salasek, second by Patten to approve Pat Thompson, Marshall County Public Health Director, request to extend vacation use through July 1, 2023. Motion carried 3-0.

Motion by Patten, second by Salasek to approve New Hire, Auditor / Recorder Department, Cassandra Gerstandt, Permanent Full Time, \$19.25 /hr., with a start date on or after July 11, 2022, to fill position of Auditor/Recorder Assistant-Accounting/Human Resources. Motion carried 3-0.

Motion by Salasek, second by Patten to approve Status Change, Veterans Affairs Director, Kevin Huseboe, permanent part time, from \$18.50/hr to \$20.09/hr, effective 7/1/2022. Change request due to completion of certification requirement. Motion carried 3-0. Veterans affairs staff will also pick up General Assistance inquiries due to migration of CICS staff to Franklin County.

Motion by Patten, second by Salasek to approve Employee Status Change, Veterans Affairs Assistant Director, Joan Watson, permanent part time, from \$16.47/hr to \$17.47/hr, effective 7/1/2022. Change request due to completion of certification requirement. Motion carried 3-0. Thompson asked for individuals interested in helping with veteran transportation to contact the VA department.

Motion by Salasek, second by Patten to approve City of Marshalltown's Appointment of Non-Resident Marshalltown Public Library Board of Trustee Member, Judy Lindholm, a resident of rural Marshall County, to fill term dates: term 7/1/22-6/30/28. Motion carried 3-0.

Update, acquisition of 901 E Boone Street for Secondary Road use. The Board of Supervisors approved an agreement with the City of Marshalltown to pay for survey expense, agreement signed in April 2022. The survey is in the works. Geilenfeldt is working with Marshalltown's Public Works Director. Utility easement is required. The adjacent land value will be used to calculate land value. Some fence will be relocated.

The current lease with Mid Iowa Antique Power Association expires June 30, 2024, for 51 tillable acres, \$ 6,375.00 / year. Motion by Patten, second by Salasek to approve renewal of Mid Iowa Antique Power Association lease at \$6,375 per year for ten years, through 6-30-2034, and authorize Chair to sign. Motion carried 3-0. MIAPA mows around the sheriff’s office complex, saving the county several hours per week. There are roughly 30 tillable acres located west, with remainder located north of the sheriff’s complex, planted in alfalfa, utilized for parking during their events.

Motion by Salasek, second by Patten to approve the MOU Between Central Iowa Community Services and Marshall County, Iowa, and authorize Chair to sign. Motion carried 3-0.

There was no action on the lease agreement between CICS and Marshall County for space in the Annex effective 7/01/22, the board would like this on the next meeting.

There was no action on the Business Associate Agreement with Central Iowa Community Services relating to safeguarding public health information. The board would like this on the next meeting.

**Resolution 2022- 0021 Appropriation of Funds-FY 2022-23**

Whereas, it is desired to make appropriations for each of the different officers and departments for the fiscal year beginning July 1, 2022, in accordance with Section 331.434(6), Code of Iowa; Now Therefore Be It Resolved by the Board of Supervisors of Marshall County, Iowa, as follows: Section 1. The amounts itemized by department are hereby appropriated from the resources of the County to the department or officer listed.

Department	Appropriation	#23 Local Health Board	217,541.00
#01 Supervisors	193,010.00	#24 Weed Eradication	78,450.00
#02 Auditor and Recorder	1,190,971.00	#25 Dept. of Human Services	69,450.00
#03 Treasurer	786,472.00	#28 Medical Examiner	163,350.00
#04 County Attorney	1,536,510.00	#31 District Court	232,250.00
#05 Sheriff	6,640,650.00	#33 County Library Contract	69,442.00
#08 Buildings and Grounds	1,125,670.00	#42 Gateway TIF	60,000.00
#09 Zoning	18,900.00	#60 Mental Health Administration	6,000.00
#15 Information Systems	861,540.00	#70 Local Emergency Mgmt	1,460,956.00
#16 GIS	274,985.00	#84 County Capital Building	4,827,561.00
#19 General Assistance	30,980.00	#87 E-911 Towers	677,500.00
#20 County Engineer	9,173,400.00	#99 Nondepartmental	6,992,215.55
#21 Veteran Affairs	101,180.00	Total	39,458,908.55
#22 County Conservation	2,669,925.00		

Section 2. Subject to the provisions of other county procedures and regulations and applicable state law, these appropriations shall constitute authorization for the department or officer listed to make expenditures or incur obligations effective July 1, 2022.

Section 3. In accordance with Section 331.437, Code of Iowa, no department or officer shall expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated pursuant to this resolution.

Section 4. If at any time during the 2022 - 23 budget year the Auditor and Recorder shall ascertain that the available resources of a department for that year will be less than said department ’s total appropriation, the Auditor and Recorder shall immediately so inform the Board and recommend appropriate corrective action.

Section 5. The Auditor and Recorder shall establish separate accounts for the appropriations, each of which shall indicate the amount of appropriation, the amounts charged thereto, and the unencumbered balance. The Auditor and Recorder shall report the status to the applicable departments and officers monthly during the 2022 - 23 budget year.

Section 6. All appropriations authorized pursuant to this resolution lapse at the close of business June 30, 2023.

Dated at Marshalltown, Iowa, this 21st day of June, 2022.

Motion by Patten, second by Salasek to adopt Resolution 2022- 0021 Appropriation of Funds - FY 2022-2023. Motion carried 3-0.

\_\_\_\_\_  
Dave Thompson  
Board of Supervisors, Chairman

Attest: \_\_\_\_\_  
Nan Benson  
Marshall County Auditor / Recorder

**Resolution 2022-0022-Advance Issuance of Payments FY 2022-23**

The Board of Supervisors, pursuant to Section 331.506 (3a and b), Code of Iowa, may authorize the County Auditor and Recorder to issue payment when said Board is not in session for the following purposes:

- 1.Fixed charges including but not limited to, freight, express, postage, water, light, and telephone service or contracted services, after a bill is filed with the Auditor and Recorder.
- 2.Salaries and payrolls if the compensation has been fixed or approved by the Board. The salary or payroll shall be certified by the officer or supervisor under whose direction or supervision the compensation is earned.

Therefore Be It Resolved to authorize the County Auditor and Recorder to issue payments for the aforementioned when said Board is not in session.

Be it further resolved, all bills paid under provisions of Section 331.506 (3a and 3b), Code of Iowa, shall be submitted to the board for review and approval following the payment.

Dated at Marshalltown, Iowa, this 21st day of June, 2022.

Motion by Salasek, second by Patten to adopt Resolution 2022- 0022 Advance Issuance of Payments - FY 2022-2023. Motion carried 3-0.

\_\_\_\_\_  
Dave Thompson  
Board of Supervisors, Chairman

Attest: \_\_\_\_\_  
Nan Benson  
Marshall County Auditor / Recorder

**Resolution 2022-0023 Abatement of Real Estate and Mobile Home Taxes.**

Whereas, pursuant to Chapter 445.16, Code of Iowa, the County Treasurer has the authority to determine when it is impractical to pursue collection of property taxes through the tax sale or lawsuit remedies;

Whereas, upon making this determination the County Treasurer shall provide a recommendation of abatement to the Board of Supervisors, and the Board shall abate the following taxes, which totals include penalty and interest:

Real Estate:

- 20 E Main St, Marshalltown, Iowa, Parcel 8418 - 26- 456 - 021 of \$1,416.00.
- 606 E Boone St, Marshalltown, Iowa, Parcel 8418 - 36- 103 - 014 of \$1,520.00.
- 918 N 5th Ave, Marshalltown, Iowa, Parcel 8418 - 26- 228 - 020 of \$888.00.
- 920 N 5th Ave, Marshalltown, Iowa, Parcel 8418 - 26- 228 - 019 of \$737.00.
- 503 Woodbury St, Marshalltown, Iowa, Parcel 8418- 26 - 478 - 002 of \$2,268.00.
- 506 N 2nd St, Marshalltown, Iowa, Parcel 8418- 26 - 326- 018 of \$1,157.00.

Mobile Homes:

3202 S 12th St Lot 188, Marshalltown IA 50158. A mobile home described as a 1983 Shon VIN# N035756X, of \$260.00. This mobile home has been removed from the lot.

2552 Smith Ave #50, Marshalltown IA 50158. A mobile home described as a 1994 Cham VIN# 05945758215, of \$936.00. This mobile home has been demolished.

3202 S 12th St Lot 160, Marshalltown IA 50158. A mobile home described as a 2018 ART VIN# INADJA09168MJ13, of \$190.00. This mobile home has been moved out of Marshall County.

312 W High St #10, Marshalltown IA 50158. A mobile home described as a 1964 HLT. VIN# 5643879, of \$151.00. This mobile home has been junked.

3202 S 12th St #29, Marshalltown IA 50158. A mobile home described as a 1981 Cham. VIN# 0510766835, \$595.00. This mobile home has been junked.

3202 S 12th St #178, Marshalltown IA 50158. A mobile home described as a 1992 Mare. VIN# 064326, of \$165.00. This mobile home moved out of county.

Now, Therefore, Be it Resolved, by the Marshall County Board of Supervisors that the amount due be abated and the County Treasurer is directed to strike the amounts due from the county system.

Dated at Marshalltown, Iowa, this 21st day of June, 2022.

Motion by Patten, second by Salasek to adopt Resolution 2022-0023 Abatement of Real Estate and Mobile Home Taxes. Motion carried 3-0.

_____ Dave Thompson Board of Supervisors, Chairman	Attest: _____ Nan Benson Marshall County Auditor / Recorder
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Motion by Salasek, second by Patten to approve **Transfers #929, #930, #931, #932, #933, #934**. Motion carried 3-0.

1. Transfer #929, a quarterly transfer of no more than \$700,000.00 from Rural Services Fund to Secondary Road Fund, but not to exceed the maximum transfer yet be above the minimum transfer amount required by Iowa code 331.429(b).
2. Transfer #930, an annual transfer from LOST revenue in the Rural Services Fund to the Secondary Road Fund in the amount of \$785,993.43.
3. Transfer #931, an annual transfer totaling no more than \$3,477.46 from County Attorney Collection Incentive Fund to General Basic Fund for County Attorney office cleaning expense.
4. Transfer #932, a one- time transfer from Capital Projects Fund to Conservation Land Acquisition Trust Fund in the amount of \$251,095.38. Insurance Money for Trees
5. Transfer #933, a one- time transfer from Capital Projects Fund to Conservation Basic Fund, in the amount of 2,113.38. Insurance Money for Signs
6. Transfer #934, a one- time transfer from Conservation Basic Fund to Conservation Land Acquisition Trust Fund in the amount of 176,818.81 for Insurance Money on Canoes, Sculpture, Trees & FEMA funds for Three Bridges.



**Hazard Mitigation Grant Application for Siren Project, Phase One**, Kim Elder updated the board, quotes have been issued for the project.

**Tabled:** Review and possible approval of selected project expenditures recommended by the Marshall County ARPA Committee, to be paid from the AMERICAN RESCUE PLAN ACT (ARPA) FUND, PROJECTS recommended by ARPA Committee at their meeting 2/1/2022: "without specific date": Mental Health Court, \$229,000.00; Assist LeGrand for radio equipment acquisition, 50% of purchase price, \$16,099.26; Assist Timber Creek Township for radio equipment acquisition, 50% of purchase price, \$17,154.76.

**Public Forum:** Pat Thompson and Kim Elder announced the advertising grant for busses targets individuals that may not access traditional media, providing information regarding COVID and influenza vaccination.

County Engineer Geilenfeldt announced the Wolf Lake road improvement project is seeking funding from ARPA. Benson said the ARPA funding was pending bids from a Sheriff's Office project, with the remainder of those budgeted funds are earmarked for the road improvement project. The project, if fully funded, could be scheduled for summer 2023.

Sheriff Joel Phillips discussed the new state legislation for UTV use of county roads, stating concern that speed differences between utility vehicles and trucks may cause accidents where there are intersection sight limitations and dust clouds.

**Adjournment.** The next regular session is July 5, 2022, at 9:05 a.m. All business to be acted upon at that session should be submitted to the County Auditor and Recorder's Office or the Board of Supervisors' Office by Wednesday, June 29, 2022, at 12:00 p.m. There being no further business to come before the Board, the meeting is adjourned at 9:57 a.m.

Attest:

\_\_\_\_\_  
Dave Thompson  
Board of Supervisors, Chairman

\_\_\_\_\_  
Nan Benson, Auditor and Recorder

**Marshall County Board of Supervisors  
Special Session June 21, 2022, at 1:00 p.m.  
Election Center, 107 S 1<sup>st</sup> Avenue and via ZOOM  
MINUTES**

The Marshall County Board of Supervisors met in special session according to the posted notices in the Election Center, 107 S 1<sup>st</sup> Avenue, Marshalltown, Iowa, and via online ZOOM. Chair Thompson called the meeting to order on June 21, 2022, at 1:00 p.m. and led the Pledge of Allegiance. Present: Chair David E Thompson, Vice Chair Steve Salasek, Member Bill Patten.

At 1:05 p.m., Salasek moved to enter into closed session, second by Patten, pursuant to Chapter 20.17(3) Collective Bargaining, of the Code of Iowa, to discuss Collective Bargaining Strategy. Marshall County has an attorney-client relationship with the Office of the Marshall County Attorney and Ahlers & Cooney P.C. Motion carried 3-0.

At 1:59 p.m., Salasek moved to end closed session and return to open session, second by Patten. Motion carried 3-0. Roll call: all present.

Patten moved to proceed to direct staff and Ahlers & Cooney PC Attorney Michael Galloway to proceed as discussed in closed session, second by Salasek. Motion carried 3-0.

There being no further business to come before the Board, the meeting is adjourned at 2:00 p.m.

Attest:

\_\_\_\_\_  
Dave Thompson  
Board of Supervisors, Chairman

\_\_\_\_\_  
Nan Benson, Auditor and Recorder



2022 MMP Short Form for Annual Update

Facility

Upchurch Feeders Inc. # 66010
70508 US Highway 30
Colo, IA 50056

Date Due:
07/01/2022

Date Received:
06/28/2022

Date Approved:
06/29/2022

Owner

Kendall Upchurch

Contact

Brian Ritland- Pinnacle Group

Prior to making changes in manure management practices, update the on-site copy to show actual changes. Please select changes below and include all changes in your current, on-site MMP.

- I have made no changes to my MMP
I have added acres
Change Crop Rotation or Optimum Yields
Changed Application Method
Used manure analysis
I am electing to be a small animal feeding operation (SAFO) or facility capacity has changed
I have made other changes to my MMP Describe :

Empty text box for describing other changes to the MMP.

- I sell all manure with a Chapter 200A license through the Iowa Department of Agriculture and Land Stewardship.
In addition to selling manure as indicated above, I also apply manure to fields using a manure management plan.

County Notifications

The following counties have been notified:

Marshall

Story

Animal Unit Capacity / Payment Summary

Table with 4 columns: Animal Type, Head, AUC, Amount (AUC \* 0.15). Rows include Cattle Beef Finishing (990 heads, \$148.50) and Cattle Beef Finishing (1200 heads, \$180.00), with a Total row showing 2190 heads and \$328.50.

I, Brian Ritland, attest that the information indicated above is accurate and complete.

Comments

Empty text box for comments.

NEW EMPLOYEE APPROVAL/CHANGE OF EMPLOYEE STATUS FORM

SECTION I. To be completed by the Department Head/Supervisor

1. Name of Employee Lisa Crouch
2. Date of Employment 07/18/2022 Pay rate 16.50
3. Department County Attorney Job Title Administrative Assistant
4. Attach Documentation--References checked Yes x No
5. Date Physical Given Driver's License Check
6. Job Posting Dates: From 05/20/2022 to 06/28/2022 (10 Days Required)
7. Job Description/Grading Complete? Yes No Union Employee
8. New Employee: Number hours per week 40 (Full Time is 32 or more hrs/wk)
9. Change of Status: Effective Date Position Title from to Pay Rate from to
Date 06/28/2022 Tentative Dept Approval Jordan Gaffney

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SECTION II. This form, with the attachments and payroll forms, should be forwarded to the Board of Supervisor's Office for inclusion on the next Board agenda before the new employee begins work. Paychecks will not be issued until all forms are complete and Board approval granted.

APPROVAL/DISAPPROVAL / / Date Board of Supervisors (yes or no + initials)

Sections I and II must be completed BEFORE going to Auditor's Accounting Department

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SECTION III. To be completed by payroll personnel (Auditor Office)

- 1. W-4 and IA W-4 (Federal and State withholding certificates)
2. I-9 Employment Eligibility Verification Form
3. IPERS Beneficiary Form (Full time student? Yes No --- Not needed for full time students)
4. Direct Deposit
5. Health, Dental, Life Insurance, EAP & Flexible Spending
6. Voluntary Life Insurance, Voluntary Accident Insurance & AFLAC
7. Part-time? Yes Health Ins Referral Form; No N/A
8. Credit Union Brochure
9. Deferred Comp Information
10. Personnel Policy (printed copy available upon request)
11. Sexual Harassment Policy and Family Medical Leave (if not under County Personnel Policy)

I have completed the forms and received the documents, as noted above.

DATE EMPLOYEE Signature



{{Sig\_es\_:signer1:signature}}

{{Sig\_es\_:signer2:signature}}

{{Sig\_es\_:signer3:signature}}

# INVOICE

## RACOM CORPORATION

201 WEST STATE ST  
MARSHALLTOWN IA 50158

Phone: 641) 752-5820 Ext. 0000

V # 01798 1500-87-0220-000-63800

20% Staging Acceptance  
& 75% Change Order 1

Invoice	21ORD00991C
Date	7/1/2022
Customer Number	2321
Page	1
Terms	Net 30

Bill To: NAN BENSON

MARSHALL CO IOWA BOARD OF SUPERVISORS  
1 EAST MAIN STREET  
MARSHALLTOWN IA 50158

Ship To:

MARSHALL CO IOWA BOARD OF SUPERVISOR  
1 EAST MAIN STREET  
MARSHALLTOWN IA 50158

(641) 754-6330 Ext. 0000

Purchase Order No.	Salesperson ID	Work Order Reference	Due Date	Sales Order	Master No.	
			7/31/2022		315,970	wertzbergern
Quantity	Item Number	Description	Unit Price	Discount	Ext. Price	
1	MARSHALL CO P25 RADIO	20% STAGING ACCEPTANCE	\$533,859.77	\$0.00	\$533,859.77	
1	CHANGE ORDER 1	75% CATCH UP	\$49,875.38	\$0.00	\$49,875.38	
<p>- Description Detail Attached</p>						

Subtotal	\$583,735.15
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Discount	\$0.00
<b>Total</b>	<b>\$583,735.15</b>

Deposit On Invoice

\$0.00

convenience fee of 3% may be added to payments made by credit card

## Nan Benson

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**From:** Diana Richardson <diana.richardson@racom.net>  
**Sent:** Thursday, June 23, 2022 3:49 PM  
**To:** Nan Benson  
**Cc:** Michael Northness  
**Subject:** Staging Acceptance Milestone Payment

**Follow Up Flag:** Follow up  
**Due By:** Wednesday, June 29, 2022 8:00 AM  
**Flag Status:** Flagged

Hi Nan:

I just wanted to touch base with you on the \$\$\$ amount of the next milestone payment that will be due after Staging Acceptance, per our discussion yesterday.

Staging acceptance is 20% of the Contract Total (which started at \$2,669,298.82) or \$533,859.76.

In February we processed the change order for the generator and LP tang at the St. Anthony site for \$66,500.51. We were asked to put that on hold by Supervisor Salasek while they investigated other options. He has now given the go ahead for us to lift the hold and proceed with the Change order. That brings the contract total to \$2,735,799.33.

55% of the contract has been invoiced up to this point. So we need to catch up on the change order \$ and invoice 75% of that with this change order (55% to catch up and 20% that would be due at Staging Acceptance) – or \$49,875.38.

So the invoice you receive will be for the \$533,859.76 referenced above plus the \$49,875.38 for the Change order for a total of \$583,735.15. That will bring us current.

Since the expected sign off of the Milestone would be next Wednesday the 29<sup>th</sup> of June, we will date the invoice for July 1, 2022 so you can process in your next FY payments.

I wanted to explain it to you before we met on the 29<sup>th</sup>. Let me know if you have any questions.

Thank you!

Diana Richardson  
**RACOM** Corporation  
Cedar Rapids, IA  
Ph# 319.431.5842  
[diana.richardson@racom.net](mailto:diana.richardson@racom.net)



***RACOM***  
critical communications

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Prepared by: Nan Benson, Marshall County Auditor and Recorder, Courthouse,  
Marshalltown, Iowa 50158 641/844-2710  
Return Document to: Marshall County Board of Supervisors· Office

## **AGREEMENT**

This Agreement is entered into between the County of Marshall (“County” herein) and Central Iowa Community Services (“CICS” herein).

The purpose of this agreement is to provide for a workspace in Marshall County to CICS.

This agreement does not contemplate and shall not be construed to limit or expand the powers of the participants, except as expressly stated in this Agreement.

Pursuant to the purpose set forth above, it is agreed as follows:

1. Marshall County will provide to CICS two (2) offices at the monthly rate of \$350 per office plus \$75 storage (portion of basement room and portion or built-in cabinets south elevator hallway) for a total of \$775.00 per month. Marshall County agrees to provide landline telephone (local and long distance), conference space technology, security camera footage available at request to County IT, all utilities, trash, basic cleaning services and shared use of restrooms and breakroom. CICS agrees rent will be paid in advance on the first of each month.
2. OFFICE EQUIPMENT. The office spaces are currently equipped with office equipment, CICS will receive the offices with the current equipment and be able to use the equipment. CICS will be responsible for any repairs or replacement of office equipment moving forward.
3. REPAIR OF PREMISES. Marshall County agrees to keep the premises in good repair. That Marshall County agrees to repair or replace any damage to the premises, furnishings, or fixtures. However, CICS agrees to be responsible for the cost to repair or replace anything which is the sole result of the negligent or intentional acts of CICS or its employees.



4. **LIABILITY OF PREMISES.** Marshall County agrees to maintain reasonable insurance on the premises. Each party shall indemnify and hold harmless the other party for all costs which are the result of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees).
5. **ASSIGNMENT AND SUBLETTING.** Any assignment of this lease/agreement or subletting of the premises or any part thereof, is prohibited without the Marshall County's written permission.
6. **EFFECTIVE DATE OF AGREEMENT.** This agreement shall become effective on **July 1, 2022**, and shall last for two (2) years from the date of signing. The County and CICS agree to provide each other with appropriate copies of this agreement and any necessary subsequent documents.
7. **DURATION AND MODIFICATIONS.** The initial term of the Agreement shall be automatically extended for successive two-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either County or CICS as hereinafter provided. Modification of this contract may be made by mutual written consent of both parties including future rental amounts. If CICS holds over, they do so only on a month-to-month basis with rent expressly on a prorated monthly basis.
8. **NOTICES.** Notices as provided for in this agreement shall be given to the respective parties hereto in writing.
9. **TERMINATION.** This Agreement may be terminated by either party. This agreement is for a two-year term but will be automatically extended unless either party terminates this agreement. Termination must be done in writing with at least ninety (90) days advance notice. Notice for termination shall be accomplished by normal mail, certified mail or personal service.
  - a. CICS agrees to vacant the premises upon expiration or termination of this agreement. Failure to timely vacant will result in holdover. CICS will be responsible for additional monthly rent and any other costs resulting from holdover.

This agreement shall be signed and a copy of which maintained with the Marshall County Auditor.

This Agreement approved as follows:

**MARSHALL COUNTY BOARD OF SUPERVISORS**

1 East Main Street  
Marshalltown, IA 50158

**CENTRAL IOWA COMMUNITY SERVICES**

126 S Kellogg Ave., Ste. 001  
Ames, IA 50010

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

Dave Thompson, Chair  
Marshall County Board of Supervisors

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

Attestation: \_\_\_\_\_

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

Nan Benson  
Marshall County Auditor and Recorder  
Marshall County Seal:

\_\_\_\_\_  
B.J. Hoffman, Chair  
CICS Governing Board

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

Attestation or Notary: \_\_\_\_\_

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

Attestation or  
Notary

State of Iowa  
County of \_\_\_\_\_  
Signed and sworn to (or affirmed) before me on  
\_\_\_\_\_ (date), by **B.J. Hoffman**  
to me personally known, or has produced  
identification, as Chair, on behalf of **CICS  
Governing Board**  
(Type of ID) \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My commission expires: \_\_\_\_\_  
(seal)



# CICS

Supporting Individuals. Strengthening Communities.

June 16, 2022

County Board of Supervisors,

As county staff performing duties for CICS transition to Franklin County employment, they will no longer be employees of their previous counties. Some staff will continue to perform ancillary duties for their counties such as processing eligibility for shelter care and substance abuse services.

We have reached out to administrative team members to identify which staff are performing which services for which counties. Part of the review has identified that CICS staff will be performing this service FOR your county. CICS would like to ensure compliance with HIPAA by having a Business Associate Agreement in place.

That Business Associate Agreement is attached showing what duties will be handled by CICS staff members. Please have this reviewed and approved by your board or your HIPAA Compliance officer according to the procedures you have in place.

On a side note, since we are doing the service for you, we are your Business Associate. As such, if you would prefer to use your own document you may do so.

If you have any questions about this, please feel free to reach out to me or the member of the administrative team that covers your county.

Thank you and thank you for your participation in CICS.

Russell Wood  
CICS CEO

## BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is entered into by and between Marshall County, Iowa (the “Covered Entity”), and Central Iowa Community Services (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 effective on 7/1/22 for the provision by Business Associate of substance use disorder client funding eligibility and claim processing 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” or “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 (a) 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 twenty (20) 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 (b) 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 (a) 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 and the Service 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 (b) 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:

Russell Wood  
[russell.wood@cicsmhds.org](mailto:russell.wood@cicsmhds.org)  
126 S. Kellogg Ave., Ste. 001  
Ames, IA 50010  
Phone 515-663-2928

**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:

Nan Benson  
[nbenson@marshallcountya.gov](mailto:nbenson@marshallcountya.gov)  
11 N 1st Ave  
Marshalltown, IA 50158  
Phone: 641-754-6323  
Fax: 641-754-6321

**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.

**COVERED ENTITY**  
**MARSHALL COUNTY**  
**BOARD OF SUPERVISORS**  
1 East Main Street  
Marshalltown, IA 50158

**BUSINESS ASSOCIATE**  
**CENTRAL IOWA COMMUNITY SERVICES**  
126 S Kellogg Ave., Ste. 001  
Ames, IA 50010

By: \_\_\_\_\_  
Dave Thompson, Chair  
Marshall County Board of Supervisors

By: \_\_\_\_\_  
B.J. Hoffman, Chair  
CICS Governing Board

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

Date: \_\_\_\_\_  
Attestation or Notary: \_\_\_\_\_

By: \_\_\_\_\_  
Nan Benson  
Marshall County Auditor and Recorder

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

Marshall County Seal:

Attestation or  
Notary State of Iowa  
County of \_\_\_\_\_  
Signed and sworn to (or affirmed) before  
me on

\_\_\_\_\_ (date), by **B.J. Hoffman**  
to me personally known, or has produced  
identification, as Chair, on behalf of **CICS**  
**Governing Board**  
(Type of ID) \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
My commission expires: \_\_\_\_\_  
(seal)

**RESOLUTION 2022-0024 APPROVING THE ASSIGNMENT OF CERTIFICATE OF PURCHASE AT TAX SALE OF 111 DUBUQUE STREET, LISCOMB, IOWA, TO THE CITY OF LISCOMB, IOWA.**

**Whereas** the City of Liscomb, Liscomb, Iowa, requests to obtain the following certificates of tax sale:

Tax Sale Certificate #20221320, Parcel Number 8519-12-283-001, Property Address: 111 Dubuque St, Liscomb, Iowa.

**Whereas** Marshall County therefore avoids the expense of tax redemption procedure, and

**Whereas** the transfer of said certificate of tax purchase to The City of Liscomb, Iowa, is in the better interest of the County and is in the better interest of the City of Liscomb to eliminate any form of liability to Marshall County.

**Therefore, it is hereby resolved** that the Chairman of the Board of Supervisors is authorized and directed to execute the assignment of certificates of tax purchases of this real estate upon receipt of \$10.00 assignment of tax sale certificate fee payment.

**PASSED AND APPROVED this 5<sup>th</sup> day of July, 2022.**

Attest:

\_\_\_\_\_  
Dave Thompson  
Board of Supervisors, Chairman

\_\_\_\_\_  
Nan Benson  
Marshall County Auditor / Recorder

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to \_\_\_\_\_ **Resolution 2022-0024 Approving the Assignment of Certificate of Purchase at Tax Sale of 111 Dubuque Street, Liscomb, Iowa, to the City of Liscomb, Iowa.**

Roll call vote: