



STORY COUNTY BOARD OF HEALTH

TENTATIVE AGENDA
FRIDAY, August 14, 2020
9:00 AM

Originating from Story County Administration Building - Public Access provided via Zoom
SPECIAL NOTE TO PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, **public access to the meeting will be provided via Zoom. Members of the public can participate by using the information at the end of this agenda.**

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. PUBLIC FORUM

This is the time for members of the public to offer comments concerning matters not scheduled to be heard before the Board of Health.

4. CONSENT AGENDA

All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.

- 4.I. Consideration Of FY21 Grants To Counties Contract #5881AW85, Between Iowa Department Of Public Health And Story County Board Of Health, Effective July 1, 2020 - June 30, 2021 For The Amount Of \$30,300.00

Documents:

[STORY COUNTY GTC FY21 CONTRACT.PDF](#)

- 4.II. Consideration Of Contract Between Iowa Department Of Public Health And Story County Board Of Health For FY21 Local Public Health Services, Effective July 1, 2020 - June 30, 2021

Documents:

[FY21 LOCAL PUBLIC HEALTH SERVICES.PDF](#)

- 4.III. Consideration Of Amendment To FY21 Agreement Between Mary Greeley Medical Center And Story County Board Of Health To Provide Public Health Home Care Service

Documents:

[FY21 LOCAL PUBLIC HEALTH CONTRACT AMENDMENT.PDF](#)

- 4.IV. Consideration Of FY21 Agreement Between Mary Greeley Medical Center And Story County Board Of Health To Provide Public Health Home Care Services Effective July 1, 2020 - June 30, 2021

Documents:

[FY21 PUBLIC HEALTH HOME CARE SVCS AGREEMENT.PDF](#)

5. ADDITIONAL ITEMS

- 5.I. Discussion And Consideration Of Going Forward With A County Wide Ordinance For Facial Coverings

6. COMMENTS

Staff
Board

7. ADJOURNMENT

8. INSTRUCTIONS TO PARTICIPATE IN ZOOM MEETINGS

[Join Zoom Meeting](#)

<https://zoom.us/j/99538665502?pwd=aUx1dFU5OWluUTNkNXpqYVdRRU1HUT09>

Meeting ID: 995 3866 5502

Passcode: 446942

One tap mobile

+19292056099,,99538665502#,,,,,0#,,446942# US (New York)

+13017158592,,99538665502#,,,,,0#,,446942# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 995 3866 5502

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Find your local number: <https://zoom.us/u/ayHwKWIt3>

- We ask that you mute your phone if possible.
- To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the meeting host when not actually speaking.
- Audio recordings of all Board meetings will be posted on the [STORY COUNTY WEBSITE](#) shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas

button on
the home page.

- **How to Participate in Meeting Discussions**

If you would like to watch a meeting as it happens and participate in the discussion, you can do so via Zoom (www.zoom.us). Zoom is a videoconferencing platform that works across different internet-enabled devices and standard telephones. Meetings that are being held via Zoom will have information at the top of the agenda regarding how to find the meeting in Zoom. Each meeting is assigned a meeting ID (sometimes called a “webinar ID”) that you will need to use to access the meeting.

- **Zoom video conferencing** – You can access the meeting by either clicking the link in the agenda, or by opening the Zoom application and entering the meeting ID number found on the agenda. You will need to press the “unmute” button and provide your comments.

- Meeting participants will be able to watch and hear the meeting as it takes place. For portions of the meeting where public input is accepted, participants interested in speaking can press the button called “Raise Hand.” This will notify the staff that you wish to speak. When it is your turn, staff will announce your name and notify you it is your turn to speak.
- You will need to press the “unmute” button and provide your comments.

Once you are complete, you will be muted again by the staff.

- **Zoom phone conferencing** – As an alternative to video conferencing, participants may call in to a phone conference using their touch-tone phone. Call-in telephone numbers are provided at the top of each meeting agenda (you can select from any of the phone numbers.) Unless otherwise indicated, the number is a long-distance phone number; charges may apply depending on your telephone provider. Once you have dialed the telephone number provided, you will be prompted to enter the Meeting ID number (found on the agenda).

- During the meeting, you will be able to hear the discussion live, but will not be able to see any content (e.g., maps, text, or other visual materials) that may be displayed for video conference users. For portions of the meeting where public input is accepted, participants interested in speaking can press *9 on their phone.” This will notify the staff that you wish to speak. When it is your turn, staff will announce the last four digits of your phone number and notify you it is your turn to speak. You will hear an automated announcement that your line has been unmuted, then you can begin your comments. Once you are complete, you will be muted again by the staff.

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515)382-7204.

Contract Declarations & Execution Page

| | |
|--|--|
| CONTRACT #: 5881AW85 | PROJECT TITLE: Grants to Counties |
| CONTRACTOR LEGAL NAME AND ADDRESS: Story County Board of Health 900 6th St Nevada, IA 50201 | PROJECT PERIOD: July 1, 2020 – June 30, 2021 |
| STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002129939 | CONTRACT PERIOD: July 1, 2020 – June 30, 2021 |
| Warrant/payment mailing address (if different from legal address): | TOTAL CONTRACT AMOUNT: \$30,300 |
| | FUNDING SOURCE: FEDERAL: \$0 STATE: \$30,300 OTHER:\$30,300 Interagency State: \$30,300 Interagency Federal: \$0 Private/Fees/Other:\$0 |
| IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F | Federal Subrecipient Addendum Needed? NO. |
| <p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health <u>General Conditions Effective July 1, 2019</u> as posted on the Department’s website under Funding Opportunities or as available by contacting Mindy Uhle at telephone (515) 242-6131. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p> | |
| <p>The parties hereto have executed this contract on the day and year last specified below.</p> | |
| For and on behalf of the Department: | For and on behalf of the Contractor: |
| By: _____ Ken Sharp, Director, Division of ADPER & EH | By: _____ Story County Board of Health |

Special Conditions for Contract # 5881AW85

Article I - Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Ken Sharp, Director of the Division of ADPER & EH is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Mindy Uhle at telephone (515) 242-6131.

Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the DEPARTMENT and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission. The Contractor designates Margaret Jaynes as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

| Name | Title | Email Address |
|---------------|--------------------------|-----------------------------|
| Carmily Stone | Bureau Chief | Carmily.stone@idph.iowa.gov |
| Mindy Uhle | Program Consultant | Mindy.uhle@idph.iowa.gov |
| Kelly Barge | Program Contract Manager | Kelly.barge@idph.iowa.gov |

Key Contractor Personnel

| Name | Title | Email Address |
|-----------------|------------------|-----------------------------|
| Margaret Jaynes | Project Director | mjaynes@storycountyiowa.gov |

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

It is the mutual desire of the Contractor and the Department to protect groundwater quality through the testing of private water wells, the plugging of abandoned private water wells, and the reconstruction of private water wells.

Purpose: Pursuant to the Proclamation of Disaster Emergency for COVID-19 issued March 19, 2020, Section 19, and subsequent extensions, the IDPH is waiving or altering conditions and expectations of the above-mentioned contract as outlined herein for the remainder of this contract period. This flexibility is meant to mitigate the direct and indirect effects of this public health disaster on our contractors and IDPH staff.

Article VI - Description of Work and Services:

In compliance with IAC 641-Chapter 24, the Contractor shall:

- A. Provide services outlined in this agreement in the following county/counties: Story
- B. Comply with the provisions of 641 IAC – Chapter 24.
- C. Enter appropriate data on the Iowa Department of Natural Resources’ Private Well Tracking System (PWTS) prior to the submission of each quarterly claim.
- D. Prepare a quarterly claim voucher on www.iowagrants.gov.
- E. Maintain complete records of costs and payments per 641 IAC-24.
- F. Ensure staff are qualified as outlined in 641 IAC-24.7 (3) and submit the CEUs for approval to the Iowa Environmental Health Registry by January 15, 2021. Any staff member hired prior to July 1, 2020 and who is expected to perform the functions of a Qualified Staff member shall be listed as Qualified Staff in the Personnel form on iowagrants.gov. The Contractor shall upload a certificate issued by IEHA with the county’s 2ndquarter claim. If the Contractor does not have expenses for the 2nd quarter, the Contractor shall file a \$0 claim and upload the certificate.
- G. Notify the DEPARTMENT within 10 business days of any change of information for the CONTRACTOR, which is relevant to the agreement including, but not limited to the following: project director, qualified staff, other personnel changes, or address. This notification shall be sent by email to Mindy Uhle at Melinda.uhle@idph.iowa.gov.
- H. Maintain, improve, and implement a Procedures Manual for the effective delivery of Grants to Counties program to include, but is not limited to, those areas outlined in 641 IAC-24.7 (8).

- I. Participate in IDPH-sponsored webinars and training events.
- J. Ensure that all contractor personnel, including Qualified Staff, are subscribed to the EH Listserv. To subscribe to the EH Local Listserv, follow the instructions on the Bureau of Environmental Health Services website: <http://idph.iowa.gov/Environmental-Health-Services>. Provide a response to DEPARTMENT requests for additional documentation during the contract period.

The Department agrees to:

- A. Reimburse the CONTRACTOR for expenses incurred as defined in 641 IAC-Chapter 24.
 1. Water well-related training, including registration, mileage, lodging, and meals.
 2. Supplies, advertising, and promotional purchases.
 3. Testing, plugging, and reconstructing private water wells.
 4. Plugging abandoned cisterns.
- B. Update the CONTRACTOR of any contract changes:
 1. Provide technical assistance related to www.iowagrants.gov.
 2. Provide contract and program-related updates via the EH Listserv.
 3. Update and distribute the FY21 Expenditure Guidance document as needed.
 4. Develop and distribute the FY21 Training Expenditure Detail guidance document.
 5. Update and distribute the FY21 Guidance for GTC Training Claims guidance document.
- C. Provide technical assistance and training during the contract period.

Article VII – Performance Measure

The CONTRACTOR shall enter all well activities including well tests, well plugging, and well rehabilitations that used Grants to Counties funds into PWTS prior to submission of a quarterly claim. If activities do not match entries into the PWTS, the DEPARTMENT will withhold funds claimed until all entries are completed.

- A. The CONTRACTOR shall submit CEU hours to the Iowa Environmental Health Association (IEHA) Registry for all Qualified Staff in order to maintain eligibility as a Grants-to-Counties program for the subsequent year. If the Contractor has not uploaded the IEHA Registry for all qualified staff by February 15, 2021, the DEPARTMENT will withhold payment for the 2nd quarter and subsequent claims until the Contractor has fulfilled the CEU requirement.
- B. The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants. Additional details on submission requirements for allowable expense can be found in the 2021 Expenditure Guidance Document.

| Document | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 |
|--|--|-----------|-----------|-----------|
| Subcontracts – Draft (Unsigned) | Submit for IDPH approval prior to execution. | | | |
| Due Date | 10/30/20 | 2/15/21 | 4/30/21 | 7/30/21 |
| Claim Voucher | X | X | X | X |
| Procedures Manual | X | | | |
| IEHA Registry Certificate | | X | | |
| Receipts/documentation for the following expenses claimed: <u>Infrastructure</u> <ul style="list-style-type: none"> ● Training ● Supplies ● Advertising/Promotional | X | X | X | X |
| Receipts/documentation for the following expenses claimed: <u>Well Assessments and Shock Chlorination for Flooded Wells</u> (See below for guidance on reimbursement) | X | X | X | X |
| Receipts/documentation for <u>Other Water Tests</u> (See below for guidance) | X | X | X | X |
| Receipts/documentation for the following expenses claimed: <u>Services</u> <ul style="list-style-type: none"> ● Water Tests ● Well/Cistern Plugging ● Well Reconstruction | As requested by the department | | | |

Training Expenditures

The Department will reimburse expenditures for approved training provided that acceptable documentation is uploaded in the Claim Support Documentation section of the claim. Guidance can be found in the Department's *Guidance for GTC Training Claims* document. Training expenditures must be outlined on the *Training Expenditure Detail* form provided by the department.

Claims which include training expenditures, but do not include a *Training Expenditure Detail* form will be negotiated back to the Contractor for correction.

Well Assessments and Shock Chlorination for Flooded Wells

Per 641 IAC 24.5(7), the total maximum reimbursement to the county for a well reconstruction is \$1,330. Actual costs up to \$1,000 in reconstruction costs will be paid for each reconstruction. The county shall directly reimburse these costs to the well owner. An administrative expense of 33 percent of the actual reconstruction costs will be retained by the participating county. Grant funds may be used to conduct reconstruction intended to preclude contamination due to surface water intrusion by coliform or other infectious bacteria. Examples include repairs of casing, well caps, or pitless adapters and elimination of well pits.

The Contractor may reimburse well owners for well assessments and shock chlorination activities conducted under the Well Reconstruction budget line provided that:

- The well was affected by flood waters within 12 months prior to conducting a well assessment and/or shock chlorination.
- The well assessment or shock chlorination was conducted by an IDNR-certified well driller or pump installer.
- Well assessments will be covered up to a maximum of \$500
- Shock chlorination will be covered up to a maximum of \$300

To claim a well assessment or shock chlorination service, the Contractor must enter the well reconstruction (with actual cost) into the quarterly claim, and upload the following documents to the Claim Support Documentation section of the quarterly claim:

- A list of the well numbers which had a well assessment or shock chlorination with your claim.
- A copy of the paid invoice which was issued to the well owner. The invoice must be marked paid to be eligible for reimbursement.

Other Water Tests

The Contractor may be reimbursed for tests other than nitrate, bacteria, and arsenic if approved by the department. In approving additional tests the department will consider substances for which there is a perceived potential for exposure. Eligible contaminants include those for which a health advisory or maximum contaminant level (MCL) have been established.

Article IX - Budget:

The total maximum budget is \$30,300 per county. Contractors which demonstrate under-utilization of funding may experience a mid-contract reallocation. The revised budget will be based on historical expenditures. Mid-year reallocations will allow for more effective and complete use of funding for private well services while at the same time direct funding to areas of Iowa that have demonstrated a need for additional funding.

Infrastructure

| Item | Description | Maximum Budget |
|-------------|--|----------------|
| Training | Actual costs related to training event, including registration, miles, lodging and meals. Up to \$500 may be used for septic-related training. | \$1,000 |
| Supplies | Actual cost | \$500 |
| Promotional | Actual cost | \$1,000 |

Services

| Item | Payable to Well Owner | Administrative Fee | Maximum Unit Cost |
|---|--|--------------------|-----------------------|
| Well Testing | Actual cost of nitrate, bacteria, or arsenic analysis | \$60 | Actual cost plus \$60 |
| Well Testing | Actual cost of Other Water Tests | \$60 | Actual cost plus \$60 |
| Well Plugging | Actual cost up to \$500 | \$75 | \$575 |
| Cistern Plugging | Actual cost up to \$300 | \$75 | \$375 |
| Well Reconstruction (including well assessment) | Actual cost up to \$1000 <ul style="list-style-type: none"> • <u>Actual cost for shock chlorination up to \$300</u> • <u>Actual cost for well assessment up to \$500</u> | 33% of actual cost | \$1,330 |

The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded. Written approval shall be requested by sending an email to Mindy Uhle, Melinda.uhle@idph.iowa.gov.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a claim following the completion of the corresponding deliverable. The claim shall be submitted in the grant site located in IowaGrants within 30 days of Department approval of the deliverable.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

The Contractor shall submit quarterly claims that cover the entire contract period, from July 1, 2020 to June 30, 2021. If expenses are not incurred during a quarter the contractor must submit a claim for \$0, or combine the reporting period with a later quarter.

2. End of State Fiscal Year Claims Submission: Notwithstanding the timeframes above, and absent:
 - i. longer timeframes established in federal law or
 - ii. the express written consent of the Department, the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current instate and out of state travel rate reimbursements can be found posted on the Department's IDPH General Conditions for Service Contracts website.
6. Money allocated to each item in the Infrastructure budget cannot be moved between items.
7. Money allocated in the Infrastructure budget can be transferred to the services budget.
8. No additional money can be transferred from the Services budget to the Infrastructure budget.
9. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
10. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor Legal Address as listed on the contract face page.

- a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.
 - b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address)' field on the contract face page.
11. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

Article XI – Additional Conditions

1. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
2. An approved subcontractor shall not further subcontract any of the work or services related to this contract without written consent of IDPH.

Contract Declarations & Execution Page

| | |
|---|--|
| CONTRACT #: 5881CO85 | PROJECT TITLE: FY21 Local Public Health Services |
| CONTRACTOR LEGAL NAME AND ADDRESS: Story County dba Story County Board of Health 900 6th St Nevada, IA 50201 | PROJECT PERIOD: July 1, 2020 through June 30, 2021 |
| STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002129939 | CONTRACT PERIOD: July 1, 2020 through June 30, 2021 |
| Warrant/payment mailing address (if different from legal address): Mary Greeley Home Health Services 1114 Duff Ave, Ames, IA 50010 | TOTAL CONTRACT AMOUNT: \$208,768.00 |
| | FUNDING SOURCE: FEDERAL: \$0 STATE: \$208,768.00 OTHER:\$0 Interagency State: \$0 Interagency Federal: \$0 Private/Fees/Other:\$0 |
| IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F | Federal Subrecipient Addendum Needed? NO |
| <p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health General Conditions Effective July 1, 2019 as posted on the Department’s website under Funding Opportunities or as available by contacting Diane M Anderson at telephone (515) 242-6522. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p> | |

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the Department:

For and on behalf of the Contractor:

By: _____

By: _____

Sarah G. Reisetter, J.D.

Story County Board of Health

Deputy Director, Iowa Department of Public Health

Special Conditions for Contract # 5881CO85

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Sarah Reisetter, Deputy Director, Division of Deputy Director's Office is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Diane M Anderson at telephone (515) 242-6522.

Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the Department and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission. The Contractor designates **John Paschen** as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

| Name | Title | Email Address |
|------------------|--------------------|--------------------------------|
| Marisa Roseberry | Bureau Chief | marisa.roseberry@idph.iowa.gov |
| Heather Bombei | Program Consultant | heather.bombei@idph.iowa.gov |
| Diane M Anderson | Contract Manager | diane.m.anderson@idph.iowa.gov |

Key Contractor Personnel

| Name | Title | Email Address |
|-----------|------------------|----------------|
| Les White | Project Director | white@mgmc.com |

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section. The Contractor is **required** to provide a request to the program contract manager through the correspondence section of the grant site, for the negotiation of the corresponding grant site component (s).

Article V - Statement of Contract Purpose:

The purpose of this contract is to provide partial financial support to local boards of health to assure core public health functions and essential public health services are delivered and to also increase the capacity of local boards of health to promote healthy people and healthy communities in compliance with 641 IAC 77 and 641 IAC 80.

Article VI - Description of Work and Services:

In compliance with the Department-approved work plan within IowaGrants, the Contractor along with its authorized agency(ies) shall:

1. Provide essential public health services and activities as determined by the local board of health.
2. Assure those services and activities provided conform with legislative requirements as directed by state appropriations from the 2020 General Assembly and 641 IAC 77 and 641 IAC 80.
3. Assure linkages between community partners, including at a minimum those partners receiving Department funding, as the Board of Health performs its role and responsibilities as defined in 641 IAC 77 (137).
4. Comply with all contract documents.
5. Report on activities, units, and costs in the manner required.
6. Be responsible for financial and administrative matters of the contract.
7. Designate an authorized agency(ies), a nonprofit or governmental entity, to provide one or more of the activities utilizing LPHS funds.
8. Maintain current contact information for all Board of Health members for the calendar year, including identification of new members and the Board of Health physician.

Article VII – Performance Measure

The contract performance measure is the completion and submission of the Governmental Public Health Survey, conducted by the Iowa Department of Public Health. The FY21 LPHS Performance Measure Documentation Report must be completed and submitted by the deadline of August 31, 2020.

The Department will review the Performance Measure Documentation Report for timely submission and for completion. The Department may request additional information to ensure satisfaction of all items in the performance measure document. The Contractor shall follow-up with the additional information or resubmission within the reasonable timeframe provided by the Department. If the Contractor fails to submit the Performance Measure Documentation Report by August 31, 2020 or is unable to verify or re-submit to the satisfaction of the Department within the designated time frame, a financial disincentive of \$800 will be withheld from the contractors' budget.

Questions concerning the Performance Measure Report should be referred to the assigned Regional Community Health Consultant (RCHC).

The Contractor shall submit any documentation required for the performance measure into the Progress Reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

| Report Title | Form Frequency/Type | Date Due |
|--|-----------------------------------|-----------------------------------|
| Local Board of Health Meeting Minutes | Board Minutes | Within 2 weeks of BOH approval |
| LPHS Final Report | Final Report | September 30, 2021 |
| Performance Measure Documentation Report | Performance Measure Documentation | August 31, 2020 |
| Subcontract Documents | Subcontract Documents | Prior to submission of 1st claim. |

Article IX - Budget:

The LPHS Contract is funded through Essential Public Health Services appropriation.

The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The Contractor shall complete and submit a monthly claim via IowaGrants within 45 days of the month of expenditures.
2. The Contractor shall be reimbursed on a unit cost basis for the provision of essential public health services. Using costing methodology approved by the Department, each Authorized Agency shall complete and submit a current annual cost analysis for each activity to be billed to the Contract.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

3. End of State Fiscal Year Claims Submission: Notwithstanding the time frames above, and absent:
 - i. longer timeframes established in federal law or
 - ii. the express written consent of the Department,the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

4. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
5. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
6. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor's Legal Address as listed on the contract face page.
 - a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor's Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.

- b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address) field on the contract face page.
7. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

Article XI – Additional Conditions

1. The local board of health shall assure linkages between community partners, including at a minimum those partners receiving Department funding, as the board of health performs its role and responsibilities as defined in 641 IAC 77(137).
2. The local board of health minutes shall be available for all Department staff to view on www.iowaGrants.gov
3. The Contractor shall assure and support the plan for utilization of the LPHS contract funds.
4. A revised reimbursement rate for an activity may be proposed by submitting an approved costing methodology and current cost analysis to the Contractor's assigned Regional Community Health Consultant for review and approval. The cost analysis must include a minimum of six months of data. Reimbursement rates may be changed a maximum of two times per contract year.
5. An Authorized Agency for LPHS Contract is a nonprofit or governmental entity authorized by the Contractor to provide one or more activities utilizing funds included in the contract.
 - a. If the Contractor is the governing body of an Authorized Agency a written subcontract for services is not required.
 - b. If the Contractor is not the governing body of an Authorized Agency providing services with these contract allocations, an annual subcontract must be executed by and between the Contractor and the Authorized Agency; refer to the Department's General Conditions section 5. The subcontract must be approved by the RCHC at least annually.
6. In addition to the provisions of Section 18, Withholding of Support, of the Department's General Conditions, the following provision shall apply to this Contract: The Department shall withhold payment of LPHS Contract allocations to the Contractor if:
 - a. Contractor fails to submit required contractual reports as outlined by the Department until reports have been submitted in a timely manner, received, verified and approved by the Department.
 - b. Contractor fails to submit required sub contract between the Contractor and an Authorized Agency for approval by the Department.
 - c. An Authorized Agency is found to be noncompliant with 641 IAC chapter 80(137) and fails to submit and implement a corrective action plan in a timely manner.
7. A request to modify the Contract or sections of the approved application will be handled through a negotiation process within Grant Tracking. Request should be submitted through correspondence.
8. Alternative plans must be submitted by the Contractor and approved by the Department. The Department reserves the ability to reconsider the use and submission of alternative plans for

Essential Public Health Service funds due to any unforeseen circumstance (s) or an event that may result in the utilization of funds that deviate from the historical pattern or trend.

9. In addition to the reallocation process as defined in 641 IAC 80 (135), the Department may reallocate Essential Public Health Service funds at any time during the contract year. If a Contractor fails to expend 75% of funds awarded for expenses incurred through March 31, 2021 the difference between funds remaining and 25% may revert to the Department for possible reallocation at the Department's discretion. A Contractor's eligibility to receive reallocated funds will be determined by the Contractor's timely submission of claims by February 15, 2021.
10. Local public health agencies can request limited WIC participant data from their local WIC agencies. The WIC participant data that can be disclosed includes the following:
 - Participant name,
 - Address,
 - Phone number,
 - Date of birth, and
 - WIC participant category (i.e. infant, child, pregnant, breastfeeding, not breastfeeding).

Records and data regarding participants, applicants, and vendor information for the Iowa WIC Program are confidential (Iowa Code Section 22.7(2), 641 IAC 73.25(135), and 7 CFR 246). According to the Federal Register (7 CFR 246.26(h) (3) (ii) and 7 CFR 246.26(h)(3)(i)) , "The receiving organizations may use the confidential applicant and participant information only for:

- a. Establishing the eligibility of WIC applicants or participants for the programs that the organization administers;
- b. Conducting outreach to WIC applicants and participants for such program;
- c. Enhancing the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by State law;
- d. Streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC Program; and/or
- e. Assessing and evaluating the responsiveness of a State's health system to participants' health care needs and health care outcomes."

The receiving organizations will assure that it will not use the information for any other purpose or disclose the information to a third party.

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| CONTRACT #: 5881CO85 | AMENDMENT #: 1 |
| CONTRACTOR: Story County dba Story County Board of Health | PROJECT TITLE: FY21 Local Public Health Services State Appropriation |

This contract is amended to revise the title and due date of the FY21 LPHS Performance Measure Documentation Report in Article VII and Article VIII as follows:

Article VII – Performance Measure

The contract performance measure is the completion and submission of the ~~Governmental Public Health Survey~~ Public Health System Assessment, conducted by the Iowa Department of Public Health. The FY21 LPHS Performance Measure Documentation Report must be completed and submitted by the deadline of ~~August 31~~ September 18, 2020.

The Department will review the Performance Measure Documentation Report for timely submission and for completion. The Department may request additional information to ensure satisfaction of all items in the performance measure document. The Contractor shall follow-up with the additional information or resubmission within the reasonable timeframe provided by the Department. If the Contractor fails to submit the Performance Measure Documentation Report by ~~August 31~~ September 18, 2020 or is unable to verify or re-submit to the satisfaction of the Department within the designated time frame, a financial disincentive of \$800 will be withheld from the contractors’ budget.

Questions concerning the Performance Measure Report should be referred to the assigned Regional Community Health Consultant (RCHC).

The Contractor shall submit any documentation required for the performance measure into the Progress Reports component of the grant site within IowaGrants.gov.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants.

| Report Title | Form Frequency/Type | Date Due |
|--|-----------------------------------|---|
| Performance Measure Documentation Report | Performance Measure Documentation | August 31 September 18, 2020 |

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

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|---|---|
| <p>For and on behalf of the Department:</p> <p>By: _____ Sarah G. Reisetter, J.D. Deputy Director, Iowa Department of Public Health</p> | <p>For and on behalf of the Contractor:</p> <p>By: _____ Story County Board of Health</p> |
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**AGREEMENT TO PROVIDE PUBLIC HEALTH,
HOME CARE SERVICES
TO THE RESIDENTS OF STORY COUNTY
FY21**

This Agreement is entered into between the Story County Board of Health, (hereafter *Contractor*) and Mary Greeley Home Health Services of Mary Greeley Medical Center, (hereafter *Subcontractor*) to facilitate the provision of public health and home care services to the residents of Story County, Iowa.

The Contractor and Subcontractor will maintain involvement in the community health needs assessment, as well as determination of the needs of target populations and priorities. This will be accomplished with community input.

RESPONSIBILITIES OF THE CONTRACTOR:

1. Make available to subcontractors all documents related to the Local Public Health Services contract with the Iowa Department of Public Health (IDPH). This includes but may not be limited to:
 - FY2021 Renewal for Local Public Health Services Contract
 - Contract face sheet and any subsequent revisions
 - General Conditions, effective 7/1/19
 - Special Conditions, effective 7/1/21
 - Subsequent contract amendments and modifications
 - All budget or work plan revisions
 - All IDPH required reports
2. Maintain ongoing communication regarding the grants and keep all local officials and subcontractors appropriately informed.
3. Comply with the special and general conditions of the contract and related documents.
4. Assure compliance by the subcontractors with the requirements of *Iowa Administrative Code* Chapter 80 and the special and general conditions of the contracts.

5. Review/approve proposed service changes requested by subcontractors and submit request for change to the Iowa Department of Public Health for approval.

**RESPONSIBILITIES OF MARY GREELEY HOME HEALTH SERVICES
of MARY GREELEY MEDICAL CENTER (Subcontractor for Public Health
and Home Care Aide Services)**

Services shall be provided in compliance with IAC 641-80 and as identified in the grant application. Proposed changes in service shall be based upon identified community needs and submitted to the Contractor.

1. Comply with the special and general conditions of the contract and related documents.
2. Assure competency of staff to comply with grant requirements.
3. Assure that the Iowa Department of Public Health, the Contractor and any of their duly authorized representatives have access, for the purpose of audit and examination, any documents, papers and records of the subcontractor pertinent to the subcontract.
4. Provide the following services:
 - Nursing (Skilled) includes nursing intervention for acute, unstable, or chronically fragile patients under a specified medical diagnosis and with a plan of care from a licensed physician.
 - Nursing (Health Promotion) includes nursing intervention for education and assessment to promote healthy behaviors.
 - Home Health Aide (Personal Care) includes the personal care (baths, ambulation, dressing, exercises, skin care, etc) provided by Home Health Aides to acute, unstable, or chronically fragile patients under a physician plan of care and under the direction and supervision of a Registered Nurse to assist them to return to independent functioning or prevent institutionalization.
 - Home Health Aide (Homemaker) includes the supportive care provided by Home Health Aides such as laundry, housekeeping, and errands to assist persons to remain safely in their own homes and prevent institutionalization.
 - Foot Care Clinics

- Disease outbreak investigation, reportable disease follow-up, surveillance:
 - Immunization audit – reviewing immunization cards for all pre-school and k-12 students, as well as children enrolled in day care services to assure compliance with the immunization laws;
 - Case identification – locating persons with identified health risks and linking them to resources to prevent disease and disability;
 - Case finding – data gathering regarding exposure, contact determination, and referral for follow-up treatment;
 - Prevention and control of spread of infection, communicable and environmental disease – activities related to treating the disease process as well as evaluating the results through follow-up;
 - Surveillance – ongoing collection, analysis, and interpretation of health data to detect trends as well as to identify the incidence and prevalence of diseases.

*The above programs will exist as long as they are determined necessary by the Public Health Nurse (PHN) staff and the Board of Health or as required by statute.

FUNDING AGREEMENT

The Story County Board of Health agrees to provide the subcontractor with state grant funds for approved activities, on a monthly basis upon submission of a claim detailing services provided. The amount of funds is identified on the Iowa Department of Public Health contract face sheet. Any appropriation or reallocation during the fiscal year will be identified in the Local Public Health Service contract amendment face sheet.

Mary Greeley Home Care Services of Mary Greeley Medical Center will receive the total funding amount allocated by the Iowa Department of Public Health for the contracted funds of Essential Public Health Services.

These amounts are as follows:

- Essential Public Health Services: \$208,768

EFFECTIVE DATE AND TERMINATION OF AGREEMENT:

This agreement will be in effect July 1, 2020- June 30, 2021.

Either party may terminate their participation in this agreement with 90 days written notice to the other party prior to the termination date.

Entered into and agreed upon:

By: 
Gary Botine

MARY GREELEY MEDICAL CENTER, CHIEF FINANCIAL OFFICER

On the 7th day of July, 2020

By: 

STORY COUNTY, CHAIRPERSON, BOARD OF HEALTH

On the 15th day of July, 2020