# Appanoose County Auditor KELLY HOWARD

COURTHOUSE 201 N. 12th St., Rm 11 CENTERVILLE, IOWA 52544

Phone (641) 856-6191 Fax (641) 856-8023 khoward@appanoosccountv.net

> Meeting Agenda August 6, 2018

The Appanoose County Board of Supervisors will meet Monday, August 6, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

- 1. Pledge
- 2. Declaration of items to be added to the agenda
- 3. Approve minutes of the July 16, 2018 meeting
- 4. Nancy Bennett: Great Places Grant
- 5. Gerald Warren: Heavenly Hideaway
- 6. Nicole Bradshaw Moore: Airport Zoning
  - a. Set Public Hearing: Airport Zoning
- 7. Essential Service: Ambulance Discussion
  - a. FYI- Board of Health & NAMI letters regarding ambulance service
  - b. Dr. Jen Haden: Ambulance Service Discussion
- 8. Approve liquor license (The Retreat, pending dram)
- 9. Approve financial report request letter: Appanoose County Fair Board
- 10. Approve Business Associate Agreement with Iowa Counties Technology Services
- 11. Kris Laurson: Office space rental
- 12. GIS Coordinator
- 13. FYI MMP Annual Update: White Pork
- 14. Weed Commissioner Invasive Species Control Discussion
- 15. County Engineer report
- 16. CDS Coordinator report
- 17. Approve reports (payroll, Prisoner Room & Board transfer, DHS quarterly report, Treasurer's, Semi-Annual Report, Douglas, Taylor & Walnut Township financials)
- 18. Approve bills
- 19. Public Comments
- 20. Adjourn

Appanoose County Board of Supervisors met in regular session July 16, 2018 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman, Neal Smith and Linda Demry, Boardmembers. Absent: None.

Meeting started with the Pledge.

Smith motioned to approve the agenda with the addition of Pat McAfee – Great Places. Seconded by Demry. All voted aye.

Demry motioned to approve the minutes of the July 2, 2018 meeting. Seconded by Smith. All voted aye.

Demry motioned to approve the liquor license for K.C's Landing. Seconded by Smith. All voted aye.

Demry motioned to approve the appointment of Jedadyah Ballanger and Kimberly Lynch as Special Deputies effective July 16, 2018. Seconded by Smith. All voted aye.

There was discussion about weed control on invasive species. Haden stated it would cost around \$100,000 a year. The company can't give a specific quote because they do not know how much product they will use. The county needs to determine how much they want to dedicate to it and the company will spray until the allotment is used up. Discussion stopped to start public hearing.

Smith motioned to open the public hearing to designate two parcels as a commercial campground. Seconded by Demry. All voted aye. Jimmie Lindsey and Lisa Robb spoke about other campgrounds in the area. There was discussion regarding a letter from Rick Reiner in support of the project. Demry asked Zoning Administrator Jon Foster if the letter would have made a difference in their decision if received prior to the Zoning Board's meeting. Foster said yes. The Gladfelders were present and again stated their opposition. Jonathan Hart spoke in support of businesses in the county. Demry motioned to close the public hearing. Seconded by Smith. All voted aye. Smith motioned to approve designating the two parcels as commercial campgrounds (former Rathbun Country Music Theater and surrounding property). Seconded by Demry. All voted aye.

Discussion continued about weed control. Rex Peterson stated whoever planted it should take care of it. He presented a letter to the board where the DNR admitted to the planting. Gary Messersmith spoke about the state using an outside company along Highway 5 and they did a great job. Haden stated he would forward the quote to the board so they can make a decision on what sort of cap they would like to make.

Only one fuel bid was submitted. Demry asked if it was comparable to last years. Haden stated it is around the same. Smith motioned to approve the fuel bid from Agriland FS. Seconded by Demry. All voted aye.

Pat MacAfee spoke to the board about the timing of the Great Places Grant and future requirements.

Phil Visser, Conservation Director, supplied a report to the board about projects Conservation has done over the last year.

Haden, updated the board on the secondary road projects. Dewey Road will be completed today. The Foglesong Bridge on 269<sup>th</sup> will be next. The bridge deck on the Brinegar Bridge will be poured on Thursday. On August 1<sup>st</sup> work will start on the 330<sup>th</sup> and 250<sup>th</sup> bridges. Waits asked about damage to an asphalt road. Haden stated there was around \$10,000 worth of damage that insurance

will be covering. Demry asked if all union employees use the timeclock. Haden stated Rhea Wilson does not due to never using one before. Demry stated Wilson needs to be using it.

CDS Coordinator, Stephanie Koch, stated the next Advisory Council meeting is at 9:30 A.M., July 26<sup>th</sup> at the Mahaska County Courthouse. Optima's RFP was approved as a drop in center and Appanoose County was added to the RFP list of counties needing mobile crisis due to the current provider no longer wishing to provide the service.

Waits motioned to approve voiding warrants 22209, 22216 and 22281 written in error last fiscal year. Seconded by Demry. All voted aye.

Smith motioned to approve payroll. Seconded by Demry. All voted aye.

Similar motioned to approve payror	i. Seconded by Denny. An voice aye.	
Access Sys	Off. Supplies & Forms	234.62
Iowegian	Official Pub.& Legal Not.	245.46
Agriland FS	Engineering Services	6095.26
Alliant	Engineering Services	3841.50
App Co ISU Ext	Community Support Program	1640.70
Sec Rds	Postage & Mailing	74.52
Serv Agency	Salary-Regular Employees	6261.79
App Co Treas	Off. Supplies & Forms	42.80
Co Treas/US Bank	Off. Supplies & Forms	1003.75
App Comm Care	Homemaker-Home Health Aid	1373.00
Aramark	Engineering Services	327.63
Bailey Off	Off. Supplies & Forms	24.50
Banleaco	Office Equip. & Furniture	244.39
Bob Barker	Jail Equip. & Furniture	286.82
D Barnthouse	Building Repair & Maintce	150.00
Baty Elec	Jail Equip. & Furniture	60.00
Bill & Ray's Auto	Engineering Services	585.16
Bratz Oil	Engineering Services	562.42
Brown's Shoe	Engineering Services	204.00
Brownells	Law Enf. Equip & Weapons	103.93
Calhoun Burns	Engineering Services	5401.50
CANTERA AGGREGATES LLC	Engineering Services	1944.43
CarQuest	Engineering Services	124.40
Casey's	Transportation	174.66
Cville Wtrwks	Engineering Services	320.86
C'ville Produce & Feed	Park Maint. & Supplies	18.00
Central IA Fasteners	Engineering Services	46.20
Chariton Valley Elec	Engineering Services	347.30
City Cville	Salary-Regular Employees	5593.83
City of Cincinnati	Rent & Utility Payments	61.68
City of Ottumwa/SIRG	Construction & Maint.	3553.64
Clark's Auto Rpr	Engineering Services	18.00
Clinton Co Sheriff	Legal Serv. Dep-Subp-Tran	4.28
Cunningham-Reis	Roads	113651.45
Davis Co ISU Ext	Community Support Program	300.50
Des Moines Co Sheriff	Legal Serv. Dep-Subp-Tran	33.16
Diamond Mowers	Engineering Services	431.10
S Dittmer	Legal Serv. Dep-Subp-Tran	171.50
Eastern IA Tire	Engineering Services	387.31
M Exline	Rent Payments	375.00
Fareway	Food & Provisions	40.00
Finish Line	Fuels	1383.13
Fogle TV	Off. Equip Repair & Maint	85.61
Forbes Office Solutions	Off. Supplies & Forms	32.00
Garden Spot	Equipment Repair	215.28
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Geotech Materials	Engineering Services	2216.38
Hills San	Engineering Services	231.00
Hy-Vee	Food Preparation Service	2461.00
Impressive Designs	Off. Supplies & Forms	200.00
Interstate Batt	Engineering Services	19.10
IA Law Enforcement Academy	Educational & Train.Serv.	150.00
IA Prison Industries	Engineering Services	353.54
IA Prison industries IA ME	Medical & Health Services	4154.00
IA ME ISU	Educational & Train.Serv.	170.00
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IA Trust & Savings	G.O. Bonds Principal	12786.68
IA Workforce	Off. Supplies & Forms Educational & Train.Serv.	313.22
ISAC		210.00
John Deere	Engineering Services	457.94
Kimball	Engineering Services	728.00
L&W Quarries	Engineering Services	9857.28
Lange FH	Funeral Services	900.00
LexisNexis	Dues & Memberships	100.00
Lockridge	Engineering Services	1315.98
A Main	Rent Payments	450.00
Mainstay Sys	Off. Supplies & Forms	210.00
Marshall Co Sheriff	Medical & Health Services	2383.13
Messerschmitt Ice	Engineering Services	92.50
Monroe Pub Hlth	Community Support Program	3567.11
Monroe Sheriff	Food Preparation Service	5650.00
Moravia Union	Typing-PrintBind.Serv.	360.22
Randy Naill	Transportation	30.00
NAPA	Engineering Services	669.42
O'Reilly	Engineering Services	230.43
Office Ctr	Off. Supplies & Forms	2.84
Orchard Pl	Community Support Program	3060.68
Petty C-Sheriff	Postage & Mailing	5.37
Pictometry	Appraisal & Consultant Se	9000.00
Pitney Bowes	Postage & Mailing	143.55
Prof Computer	Off. Equip Repair & Maint	109.95
Quill	Off. Supplies & Forms	233.98
RASWC	Engineering Services	89.10
RRWA	Water & Sewer	22.75
Rock River Arms	Law Enf. Equip & Weapons	139.00
SCICAP	Community Support Program	21867.72
Seymour Tire	Engineering Services	127.00
Simmons Bldg Materials	Engineering Services	78.51
Snap-On-Tools	Engineering Services	281.00
Solutions	Off. Supplies & Forms	178.25
So Central Behavioral Hlth	Disb between MHDS Reg & c	160750.00
Southern IA Dev & Conserv	Flood & Erosion	500.00
Stephens-Peck	Books & Periodicals	90.00
Dennis Sturms	Mileage & Transp. Expense	256.30
R Tisue	Mileage & Transp. Expense	36.54
Treat America Food Serv	Educational & Train.Serv.	17.02
Underwood Law	Legal Aid	694.10
US Bank	Engineering Services	2065.06
US Cellular	Telephone & Telegr.Serv.	503.79
USPS	Postage & Mailing	375.00
Vanguard Appraisals	Computer & Microfilm Supp	4000.00
Walmart	Jail Equip. & Furniture	654.23
Wayne Co Sheriff	Food Preparation Service	7020.00
J Willier	Legal & Ct-Related Serv.	390.00
0 1122202	legal a ce heracea berv.	3,70.00

Windstream Ziegler Grand Total

#### Off. Supplies & Forms Engineering Services

1865.37 1314.82 424215.93

Smith motioned to approve bills. Seconded by Demry. All voted aye.

Public comments: An audience member asked if anyone in the conservation department is licensed to spray. Visser stated no, but they are working on it. Messersmith mentioned that the conservation department has the invasive species as well.

Demry motioned to go into closed session at 9:55 A.M. per lowa Code 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Seconded by Smith. All voted aye.

Smith motioned to come out of closed session at 10:21 A.M. Seconded by Demry. All voted aye.

Meeting resumed at 10:25 A.M.

Demry motioned to authorize the County Attorney's Office send demand letters to the Appanoose Conservation Foundation, Mark Hoffman and Amber Hoffman based on the State Auditor's findings from the special audit report released July 3, 2018. Seconded by Smith. All voted aye.

Demry motioned to adjourn. Seconded by Smith. All voted aye.

The Board adjourned to meet at the call of the Auditor at 10:26 A.M.

	Appanoose County Board of Supervisors
Attest:	
Kelly Howard, Appan	ose County Auditor

July 30, 2018

To: Appanoose County Board of Supervisors

From: Pat McAfee

**RE:** Great Places Grant Application

Appanoose County Coalition of the Arts, the City of Centerville, Main Street Centerville, and Chariton Valley Planning and Development are submitting an application to the lowa Department of Cultural Affairs for a \$400,000 Great Places Grant. A highly successful grant application includes funding support from both the City and County. Appanoose County Coalition for the Arts is requesting that Appanoose County contribute \$10,000 to this project. These funds will be used as contingency funds and required administrative expenses. Funding must be received by October 15, 2018 to be included in the grant application.

Appanoose County courthouse qualifies as an eligible structure to receive grant funding. If grant funds are awarded to Centerville, the grant would pay 50% of planned courthouse renovation expenses. If the Supervisors wish to be included in possible Great Places grant funding, the required matching funds (50% of the cost of your proposed renovation project) must be presented to Great Places application (due November 1, 2018) by the way of a resolution. Renovation funding could come from the county budget for fiscal year ending June 2020 as long as the supervisors include the matching funds amount in the resolution submitted to lowa Department of Cultural Affairs.

#### RESOLUTION NO.

ADOPTING RESOLUTION FOR APPANOOSE COUNTY, IOWA IN SUPPORT OF IOWA GREAT PLACES GRANT APPLICATION FOR THE SAVE OUR SQUARE PROJECT PHASE I WHICH WILL PROVIDE FINANCIAL SUPPOT FOR MAJOR RENOVATIONS OF HISTORIC COMMERCIAL BUILDINGS IN THE COURTHOUSE DISTRICT

WHEREAS, Appanoose County Coalition of the Arts partnered with the City of Centerville, Appanoose County, Main Street Centerville, Rathbun Area Chamber of Commerce, Appanoose Economic Development Corporation, Centerville School District, Chariton Valley Planning and Development County and Appanoose County Historic Preservation, in 2017 to submit an application of designation and funding to the Iowa Department of Cultural Affairs-Great Places grant program; and

WHEREAS, Appanoose County Seat District was designated a Great Place in Iowa, and has been invited to submit a pregrant application for the November 1, 2018 Great Places grant funding; and

WHEREAS, the total project cost is \$825,000 for the Save Our Square Phase I project and includes \$400,000 matching funds from the Courthouse Square Property Owners, \$400,000 from grant funds, and \$25,000 from government and donated funds; and

NOW, THEREFORE, BE IT RESOLVED by Appanoose County Board of Supervisors:

	Section 1. That Appanoose County supports			·	5
– Great	t Places program and commits \$10,000 for add	ninistrative and	contingency expenses of	f the Save Our Square	
Phase I	I project.				
roming	Section 2. That Appanoose County commits of grown the budget for fiscal year beginning July			I with match funding	
عاااااااا	S HOW the budget for fiscal year beginning July	2015 all chain,	5 June 2020 lisear year.		
	Passed, approved, and adopted this	lay of	, 2018		
	ATTEST:				
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### APPANOOSE COUNTY PUBLIC HEALTH

## PROVIDING HEALTH SERVICE TO APPANOOSE COUNTY since 1960

209 East Jackson St. Centerville, IA 52544

Phone:641.437.4332 Fax: 641.856.5575

July 19, 2018

Appanoose County Board of Supervisors 201 North 12<sup>th</sup> Street Centerville, IA 52544

To Appanoose County Board of Supervisors,

The Appanoose County Board of Health recognizes the importance of having ambulance services available to the citizens of Appanoose county. We feel it is an essential service and wish to show our support with this letter.

Respectfully,

Appanoose County Board of Health Dr. Ryan Arnevik Patty Tresemer Mark Waits Joyce Moore Jackie Kelly



July 20, 2018

Appanoose Co Board of Supervisors Appanoose County Courthouse Centerville, Iowa

Dear Board members,

NAMI of South Central Iowa voted at our July 9<sup>th</sup> meeting to express our support for continuation of our county's ambulance service with Midwest. NAMI is dedicated to support, education and advocacy for persons and families living with mental illness, and we feel that having emergency services are a vital part of the safety net Appanoose County needs for our all citizens, including those with serious mental health issues.

We trust that a solution can be found to this issue.

Warmest Regards,

Dewey Mc Conville,

President, NAMI South Central Iowa Centerville, IA **Applicant** 

License Application ( LC0040277

Name of Applicant:

The Retreat Enterprises LLC

Name of Business (DBA): The Retreat Address of Premises: 17822 HWY J46

City Centerville

County: Appanoose

Zip: 52544

**Business** 

(641) 895-4228

Mailing

13908 510th St

City Centerville

State IA

Zip: 52544

Palma

#### **Contact Person**

Name Derek Stevens

Phone: (641) 895-4228

**Email** 

amanda-fenton@live.com

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Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/09/2018

Expiration Date: 09/08/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service Sunday Sales

#### Status of Business

BusinessType:

**Limited Liability Company** 

**Corporate ID Number:** 

XXXXXXXXX

Federal Employer ID XXXXXXXXX

#### Ownership

#### **Derek Stevens**

First Name:

Derek

Last Name:

Stevens

City:

Centerville

State:

lowa

**Zip:** 52544

Position:

owner

% of Ownership: 100.00%

U.S. Citizen: Yes

#### Insurance Company Information

Insurance Company: Founders Insurance Company

**Policy Effective Date:** 

**Policy Expiration** 

**Bond Effective** 

**Dram Cancel Date:** 

**Outdoor Service Effective** 

**Outdoor Service Expiration** 

**Temp Transfer Effective Date** 

**Temp Transfer Expiration Date:** 

#### **BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT	("Ag	reement")	is entered	into b	y and
between	(the	"Covered	Entity"),	and	lowa
Counties Technology 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 the 28E agreement entered into with Covered Entity for the provision by Business Associate of managed services for Covered Entity (the "Services Agreement"), is a "business associate" of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.
- C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.
- **NOW, THEREFORE**, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

#### I. DEFINITIONS

- 1.1 "Agreement" has the meaning set forth in the preamble.
- 1.2 "ARRA Breach" has the same meaning as the term "Breach" in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.
  - 1.3 "Business Associate" has the meaning set forth in the preamble.
  - 1.4 "Covered Entity" has the meaning set forth in the preamble.
- 1.5 "Data Aggregation" means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.
- 1.6 "Designated Record Set" means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term "record" means any item, collection,

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

- 1.7 "Document Demand" has the meaning set forth in Section 3.13.
- 1.8 "Effective Date" has the meaning set forth in the preamble.
- 1.9 "Electronic PHI" means information that comes within paragraphs 1(i) or 1(ii) of the definition of "PHI," as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.
  - 1.10 "HIPAA" has the meaning set forth in the Recitals.
- 1.11 "HITECH Act" means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.
- 1.12 "Individual" means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.13 "PHI" means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.
- 1.14 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- 1.15 "Protected Health Information" (or "PHI") means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.
- 1.16 "Required by Law" has the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- 1.17 "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- 1.18 "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- 1.19 "Security Rule" means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.
  - 1.20 "Services Agreement" has the meaning set forth in the Recitals.

- 1.21 "Unsecured PHI" means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).
- 1.22 Remaining Terms. Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

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

- 2.1 Services Agreement Uses and Disclosures. Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- 2.2 Other Permitted Uses. If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.
- 2.3 Other Permitted Disclosures. If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

#### III. OBLIGATIONS OF BUSINESS ASSOCIATE

- 3.1 Compliance with Privacy Rule. Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity's obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.
- 3.2 Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

#### 3.3 Minimum Necessary.

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

- § 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.
- 3.3.2 Paragraph (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 costbased 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.
- 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.
- 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 Covered Entity's interests at Business Associate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

- 6.3 Right to Control Resolution. Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.
- 6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.
- 6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

#### VII. GENERAL PROVISIONS

- 7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.
- 7.2 Amendment. Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.
- 7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.
- 7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.
- 7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- 7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.
- 7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

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

#### 7.9 Notification

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

Iowa Counties Technology Services
William R. Peterson, ISAC Executive Director
5500 Westown Parkway, Suite 190
West Des Moines, IA 50266

7.9	.2 Cove	red Entity.	To the	extent notic	e is required	d to be	provided by
Business A	ssociate t	o Covered Ei	ntity unde	r any provis:	on in this Ag	greement,	, notice shall
be provide	d to:			_			

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

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

### **BUSINESS ASSOCIATE**



#### **MEMORANDUM**

TO:

Beth Manley

FROM:

Alissa Smith and Nicole Burgmeier

DATE:

May 18, 2018

RE:

CSN Business Associate Agreement with Regions

#### **Question Presented**

You asked whether lowa Counties Technology Services (ICTS) should enter into Business Associate Agreements (BAA) with counties, regions and other public and private entities affiliated with counties for the claims and payment services that ICTS provides that involves the protected health information (PHI) of these entities, through its Community Services Network (CSN) service. You also asked whether, if a BAA is required, the counties, regions and other public and private entities should enter into a BAA with ICTS or ISAC.

#### **Short Answer**

We recommend ICTS enter into BAAs with the counties, regions and other public and private entities affiliated with counties and regions that store PHI with ICTS and/or for whom ICTS completes claims and payment services. Although ICTS is a 28E entity comprised of the counties, and ISAC, it is a separate legal entity from the counties and regions, and, therefore, we believe that HHS would require a BAA in order for ICTS to store or have access to the counties' or the regions' (or other entities') PHI. Additionally, although ISAC owns ICTS and provides its employees to ICTS, the BAA should be between ICTS as the legal entity with access to the PHI, and the counties, regions, and public and private entities.

#### **Facts**

ICTS is an entity that was created under lowa Code Chapter 28E, by the lowa State Association of Counties (ISAC) and the counties of lowa. ICTS runs CSN, a web application that allows user to house data, including health information. Users of ICTS (e.g., counties and regions) sign a confidentiality agreement and ICTS has created specific security guidelines for users related to their access to CSN.

#### **Analysis**

Under HIPAA, a covered entity is defined as: "(1) A health plan. (2) A health care clearinghouse. (3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter." 45 CFR 160.103. The counties, regions, and public and private entities contracted with ICTS would be considered covered entities to the extent that they offer health plans or provide health care.

Under HIPAA a business associate is defined as "a person who ... [o]n behalf of such covered entity or of an organized health care arrangement ... in which the covered entity participates, but other than in the capacity of a member of the workforce of such covered entity or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity regulated by this subchapter, including claims processing or administration,



data analysis, processing or administration, utilization review, quality assurance, patient safety activities . . . billing, benefit management, practice management, and repricing . . . 45 CFR 160.103. ICTS would be considered a business associate of the counties and regions when it stores PHI for or on behalf of the counties and regions.

HIPAA allows a covered entity to disclose PHI to a business associate if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the PHI. 45 CFR 164.502(e)(1). This requirement is met through the use of BAAs that satisfy the requirements in 45 CFR 164.504(e)(1) ("Business associate contracts").

If BAAs are not entered into between ICTS and the regions and counties, then, in the event of an audit by HHS, ICTS would need to make the argument that, under 28E, the counties, regions and ICTS are one legal entity and thus BAAs are not required to be in place. This position is unlikely to be understood or accepted by HHS because the counties and regions are separate legal entities from ICTS.



#### 2018 MMP Short Form for Annual Update

Fa	cili	tv

White Pork # 65977 24391 610th Street Exline, IA 52555

**Date Approved:** 7/26/2018

#### Owner

White Pork, LLC

#### Contact

Brian Ritland

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

Γ	l have	made	no	changes	to	my	MMP
---	--------	------	----	---------	----	----	-----

- Thave added acres
- □ Changed Application Method
- Used manure analysis
- T 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
----------------------------------	-----	----------

,	

- ☐ I sell all manure with a Chapter 200A license through the lowa Department of Agriculture and Land Stewardship.

#### **County Notifications**

The following counties have been notified:

Appanoose

#### Animal Unit Capacity / Payment Summary

Animal Type	Total AUC	Total Amount
Swine Wean to Finish	992.00	\$148.80

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

## DISTRICT COURT OF APPANOOSE COUNTY

### REPORT OF FEES COLLECTED

## \*\*\*PRISONER ROOM AND BOARD\*\*\*

To the Board of Supervisors of Appanoose County:

1. James Huser	, Clerk/Clerk's Designee of the District Court of the above
named County and State, do	hereby certify that the following is a true and correct statement of
	k of Court for the month of, 20, and
The same has been paid to the	e County as per receipt attached.
COUNTY SHARE	OF PRISONER ROOM & BOARD
1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement  100% General Basic \$ 30199
	100% General Busic 3_Survey
29000-01000-4440-05-301	60% Transfer to Sheriff $\frac{217}{}$
Transfer authorized by Appar	noose County Board of Supervisors thisday of
.•	
, 20	Signed:
	Chairperson

## STATE OF IOWA DEPARTMENT OF HUMAN SERVICES REPORT OF LOCAL ADMINISTRATIVE EXPENSE

#### Appanoose County Board of Social Welfare

#### Payments from County General Fund

Claim	_		Warra		Partic.	Cost	State Office
No.	Payee 2	<u>Item</u>	Date	Num.	Amount	Center	
	<del></del>	3	44	5	6	<del>-7</del> -	8
		Telephone	4/2/2018	20785	\$100.22	}	ļ <u></u> .
<u>%</u>	Alliant Energy	Gas \$235.94	4/2/2018	20686	\$58.98		<u> </u>
%	Alliant Energy	Electric \$412.30	4/2/2018	20686	\$103.07		
%	Centerville Water Works	Water \$64.21	4/16/2018	20937	<b>\$</b> 16.05	<u> </u>	
·	Windstream	Telephone	5/7/2018	21480	\$98.28		
%	Centerville Water Works	Water \$64.21	5/7/2018	21338	<b>\$</b> 16.05		
%	Jessica Hinojosa	Janitor \$405.00	5/21/2018	21695	\$101.25		
·	Windstream	Telephone	6/4/2018	22004	\$98.20		
•	Ricoh USA	Office Supplies \$36.76	6/18/2018	22320	\$35.82		
%	Jessica Hinojosa	Janitor \$180,00	6/18/2018	22243	\$45.00		
<u> </u>							
				- '			
						<u> </u>	
			<del>                                     </del>				
				<del> </del>		<del>                                     </del>	
		Indirect costs for quarter	ending 06/30	/18	\$14,713.75		İ
		manage cools for quarter	5.1011g 00/00		1 4 1-7,7 10.70	<del>                                     </del>	<u> </u>
			<del></del>			$\top$	
<b>—</b>			<del>-  </del>	<del>                                     </del>		†	<del></del>
<u> </u>	<del></del>			+		<del></del> -	<u> </u>
				TOTAL	<u>.</u> \$15 <u>,386</u> .67		

TO: State Department of Human Services, Des Moines, Iowa

I herby certify that expeditures for local administrative expenses in the amounts shown above were made and entered in the records of the fund specified.

Local Administrator

<sup>indicates a percentage
of a partial payment of a snared bili 0.0256%.
indicates DHS only pays 25% towards total bill.</sup> 

Date - 7/0°..8 Time - 3:02:05

Appanoose CountyTreasurer - Accounting | Semi-Annual Report

Program - TR20501 Page - 1

Certification Date 6/30/2017 For the period from January

## Janet Davis, Treasurer-Appanoose CountyTreasurer, Centerville, fA For the period from January - June, Inclusive Statement of Account By Fund

Fund		Balance January	Revenues	Total to be Accounted for	Disbursements	Fund Balance June	Auditor's Warrants Outstanding
01	General Basic	2,837,862.79	1,351,988.99	4.189.851.78	1,576,543.96	2,613,307.82	57,985.79
02	General Supplemental	2,108,707.32	550,778.85	2,659,486.17	729,241.23	1,930,244.94	1,678.23
03	Rural Services Basic	615,747.03	540, 381.35	1,156,128.38	672,488.53	483,639.85	4,295.84
05	Secondary Road	2,747,824.06					· ·
07	Flood & Erosion Control	23,339.15	2.006,127.62	4,753,951.68 23,339.15	1,640,432.47	3,113,519.21	26,078.94
20	Township Control	4,693.88	93.059.88	97,953,76	.00	23,339.15	.00
21	Corporation Control	32,899.62	1,279,783.80		95,404.20	2,549.56	.00
	School Control			1,312,683.42	1,247,895.97	64,787.45	.00
	Area School Control	115,905.76	2,927,807.15	3,043,712,91	2,934,484.70	109,228.21	.00
26		6,929.15	169,310.50	176,239.65	169,985.75	6,253.90	.00
	County Assistance	.00	.00	.00	.00	.00	.00
27	Reap	45,616.57	275.12	45,891.69	.00	45,891.69	.00
	Co. Ag. Extension	2,143.25	52,727.04	54,870.29	52,915.15	1,955.14	.00
30	Co. Cons. Land Acquisition Tru	.00	.00	.00	.00	.00	.00
31	Co. Assessor	151,092.20	118,885.69	269,977.89	151,194.36	118,783.53	764.00
	Motor Vehicle Trust	304,571.87	1,811,037.84	2,115,609,71	1,803,795.67	311,814.04	.00
33	Use Tax Trust	.00	.00	.00	.00	.00	
34	City/County Special Assess.	275.74	12,266.61	12,542.35	5,307.89	7,234.46	.00
35	•	7,101.24	128,020.41	135,121.65	97,144.41	37,977.24	.00
39	Records Management	13,151.07	1,358.15	14,509.22	.00	14,509.22	.00
40	Emergency Medical Services	.00	74,902.00	74,902.00	74,527.00	375.00	375.00
41	Fconomic Development	141,188.72	80,444.86	221,633.58	21,313.96	200,319.62	.00
42	Mh-Dd Services Fund	502,468.79	238,547.45	741,016.24	215,944.09	522,072.15	258.00
43	2911 Surcharge Fund	288,154.58	85,867.07	374,021.65	53,032.95	320,988.70	2,837.50
4.1	Debt Service -Non Voucher	.00	.00	.00	.00	.00	.00
45	County Sheriff Forfeiture Fund	1.644.84	10.12	1,654.96	.00	1,654.96	.00
46	ADLM Empowerment Fund	115,880.92	239,796.14	355,677.06	264,562.38	91,114.68	6,780.54
47	Bangs	21.65	539.09	560.74	540.90	19.84	.00
48	Bankruptcy Acct	.00	.00	.00	.00	.00.	.00
53	Credit Card Fees	.00	.00	.00	.00	.00	.00
54	Drivers License Trust	.00	42,033.00	42,033.00	42.033.00	.00	.00
55	Appanoose County Sewer Project	.00	.00	.00	.00	.00	.00
57	Prisoner Room & Board	66,443.39	6,475.48	72,918.87	.00	72,918.87	.00
58	Monies & Credits-Credit Unions	212.40	.00	212.40	.00	212.40	.00
59	E Commerce	208.00	1,278.00	1,486.00	1,189.00	297.00	.00
60	E Commerce from State	.00	.00	. 00	.00	.00	.00
61	ADLM Agency Fund	.35	.00	. 35	.00	. 35	.00
62	Emergency Management Services	183,914.67	55,232.28	239,146.95	58,085.08	181,061.87	250.70
63	Haz-Mat	116,532.65	.00	116,532.65	.00	116,532.65	.00
65	Economic Development	.00	25,654.46	25,654.46	25,654.46	.00	.00
67	Future Tax Payments	22,965.00	15,341.38	38,306.30	.00	38,306.38	.00
68	Building Assets	47,039.28	.00	47,039.28	20.49	47,018.79	-00
69	Sundown Lake RIZ	9,949.52	88,482.46	98,431.98	98,288.02	143.96 .	.00
70	Conservation Reserve Fund-CRP	5,545.22	20,652.09	26,197.31	.00	26,197.31	.00
		10,520,230.68	12,019,064.88	22,539,295.56	12,035,025.62	10,504,269.94	101,304.54

Centerville, IA 52544 6/30/2017 Balance on Hand \$10,504,269 94

I, Janet Davis, Treasurer of Appanoose CountyTreasurer, do hereby certify that the report given is a correct summary of the business transacted by me as said during the period therein specified.

Junet Walls

Cipicanion COUNTY, Miragles TOWNSHIP

#### SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2017

thru June 30, 2018

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement. Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes uptil the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

	TOWNSHIP FUNDS						
SUMMARY		() -					
_1	This	Cametery				TOTAL	
2 BEGINNING FUND BALANCE JULY 1. 2017		48,028.97				48,028.97	
3 TOTAL REVENUE	5,676.24	9,59368				14,667.92	
less (-) 4 TOTAL DISBURSEMENTS	5,050.00	(c, wis. 56				11,748.5%	
equals (=)  5 ENDING FUND BALANCE JUNE 30, 2018	36.24	.50,924.09				50,950.33	
6 PUBLIC DEBT BALANCES AT YEAR END							
7 RESERVE FUND BALANCES AT YEAR END						C2 E3 123_	
	<del></del>	CERTIFICA	TION		· · · · · · · · · · · · · · · · · · ·	<u> </u>	
To the County Auditor of the above-named Cou	nty. We hereby ce			pears in the records of the	township clerk.	<u></u>	
Township Clerk	7 V			Vins Box	Penson.	- T.9	
July 18 201	5		$\subseteq$	David Pou	rell	10	
∫ ∫Date				Township	Trustees	<del></del>	

Appanoose COUNTY,	Taylor	TOWNSHIP	4 2 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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#### SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1,

2017

thru June 30, 2018

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Code of lowa 359.23 Receipts and Expenditures - Annual Statement Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of impose and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

		TOWNSHIP FUNDS						
1	SUMMARY	Cemetery and Parks	Fire and Emergency Services					TOTAL
2	BEGINNING FUND BALANCE JULY 1, 2017	20,915.16	8,745.13	0.00	0.00	0.00	0.00	29,660.29
3	add (+) TOTAL REVENUE	5,617.12	9,100.01	0.00	0.00	0.00	0.00	14,717.13
4	less (-) TOTAL DISBURSEMENTS	5,692.25	14,010.74	0.00	0.00	0.00	0.00	19,702.99
5	equals (=) ENDING FUND BALANCE JUNE 30, 2018	20,840.03	3,834 40	0.00	0.00	0.00	0.00	24,674.43
6	PUBLIC DEBT BALANCES AT YEAR END							0.00
	RESERVE FUND BALANCES AT YEAR END							0.00

CER	RTIFICATION
To the County Auditor of the above-named County. We hereby certify that the above statem	ments are correct as appears in the records of the township clerk?
	* (Markarol Olio Bay
TOWNSHIP Clerk	Ellis Papeton
7-24-18	Janu Baplana
Date	Township Trustees

Appurouse COUNTY, Walnut TOWNSHIP

#### SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS

Fiscal Year July 1, 2017 thru June 30, 2018

Code of Iowa 359.23 Receipts and Expenditures - Annual Statement. Each township clerk shall prepare, on or before September 30 of each year, a statement in writing, showing all receipts of money and disbursements in the clerk's office for each separate tax levy authorized by law for the preceding fiscal year, showing the current public debt of the township, and showing the balance as of June 30 of all separate reserve accounts held by the township, which shall be certified as correct by the trustees of the township. The statement shall be in a form prescribed by the county finance committee in consultation with the department of management. Each township clerk shall send a copy of this written statement to the county auditor no later than seven days after the statement is certified by the trustees. The county auditor shall post the statement or a summary of the statement in a prominent place in the building where the auditor's office is located. The county treasurer shall withhold disbursement of township taxes until the statement is filed with the county auditor. The county auditor shall notify the county treasurer if taxes are to be withheld.

			TOWNSHIP FUNDS					
	SUMMARY	MY.STIC	Centerville		}			
1		My.STIC Fire		Cemetery				TOTAL
2 BEGINN	IING FUND BALANCE JULY 1, 2017	492.00						7.750.35
add 3 TOTAL	` ′	663317	2175.52	12,072.93			• ;	20, 881,62
less 4 TOTAL	(-) DISBURSEMENTS	,	2175.52					15,997.73
	als (=) 3 FUND BALANCE JUNE 30. <u>3 0/5</u>	•	295,68	,				1263424
6 PUBLIC	DEBT BALANCES AT YEAR END	$\bigcirc$	6					
7 RESER	VE FUND BALANCES AT YEAR END	-0-	0	0				0

	CERTIFICATION	
To the County Auditor of the above-named County: We hereby certify that	the above statements are correct as appears in the records of the township clerk.	
Township Clerk	Jaronic agains	
July 23, 2018 Date	Township Trustees	