

Introduced by: Brown  
Date: 04/04/00  
Action: Tabled  
Vote: 6 Yes, 3 No

**KENAI PENINSULA BOROUGH  
RESOLUTION 2000-026**

**A RESOLUTION CLARIFYING THE ROLE OF THE CENTRAL KENAI PENINSULA  
GENERAL HOSPITAL SERVICE AREA BOARD CONSISTENT WITH THE TERMS  
OF THE LEASE AND OPERATING AGREEMENT WITH CPGH INC.,  
RESOLUTION 98-091, AND KPB 16.08**

**WHEREAS,** the Central Kenai Peninsula Hospital service area board was formed by Ordinance 97-70; and

**WHEREAS,** KPB 16.08.080 and Resolution 98-091 set forth in general terms the role of the Central Kenai Peninsula Hospital service area board (SAB); and

**WHEREAS,** the SAB was created to oversee the operation and management of the service area, make recommendations regarding the annual service area budget, and perform other functions as delegated by the assembly; and

**WHEREAS,** the SAB was created to be a liaison with the board of the service area's contract operator for hospital services, CPGH Inc., to provide oversight of the hospital on behalf of the service area citizens and taxpayers; and

**WHEREAS,** it is time to formally clarify the role of the service area board consistent with the applicable ordinances and resolutions of the borough assembly;

**NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** The Central Kenai Peninsula Hospital Service Area Board of Directors shall operate as a Community Health Board by fulfilling the following roles and responsibilities:

- a) The board shall stay informed and keep the assembly informed regarding public health issues within the powers adopted for the service area and codified at KPB 16.08.015.

- b) Develop criteria and guidelines for service area funding of community health care organizations.
- c) Oversee service area operations and in doing so develop and monitor the service area budget and provide a point of public contact and participation for the service area.
- d) Recommend an annual service area budget to the assembly.
- e) On behalf of the assembly and consistent with the terms of the Lease and Operating Agreement for Central Peninsula General Hospital (L&O Agreement) monitor the CPGH Inc. contract, but not the daily operations of the contract operator consistent with section 27 of the L&O Agreement.
- f) Carry out directives from the assembly and perform other functions as authorized by the assembly.

**SECTION 2.** The SAB shall provide for the expenditure of service area funds in accordance with Assembly appropriation. The SAB shall identify the scope of health care services available locally and through state and national resources, identify unmet community needs, and make written recommendations to the assembly regarding the same. The service area board shall develop standards for funding requests from community health care organizations, which standards shall be approved by the assembly prior to implementation. The contract operator shall be relied upon as a resource in gathering this information and making the recommendations to the assembly to avoid duplication and provide for coordination of services. The SAB functions do not include oversight of the contract operator's annual operating budget; however, this clarification does not enlarge the contractual rights of the contract operator.

**SECTION 3.** The SAB shall oversee the contract operator's performance of the L&O Agreement and report both accomplishments and concerns to the Assembly and Mayor. The SAB shall perform the contractual functions under the L&O Agreement as delegated by the assembly in Resolution 98-091.

**SECTION 4.** In accord with section 15(a) of the L&O Agreement, the SAB shall make recommendations to the Assembly, including consideration of a proposal submitted to the SAB by the contract operator, for the annual service area operating budget. The proposed budget shall contain anticipated funding needs for the service area activities administered by the contract operator which may include the following items: debt service payment on hospital or other service area property and equipment, property insurance, audit fees, and operating expenses. This provision does not require service area operating monies to be spent exclusively on CPGH Inc. activities.

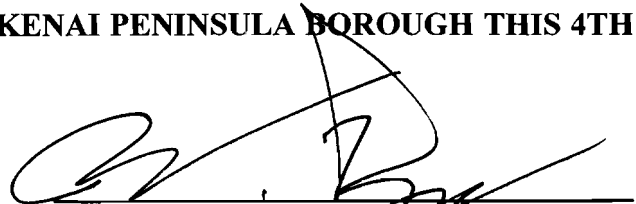
**SECTION 5.** In accord with section 15 (b) of the L&O Agreement, the SAB shall further submit to the assembly an annual service area capital budget, including consideration of a proposal from the contract operator, which may contain anticipated funding needs for repairs, renovations, or additions to the hospital or other service area health facility

property and equipment, and capital expenses. This provision does not require service area capital monies to be spent exclusively on CPGH Inc. capital needs.

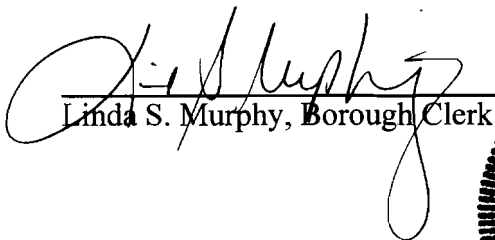
**SECTION 6.** The SAB shall coordinate with the contract operator of Central Peninsula General Hospital in the planning stages for new programs exceeding \$100,000 or capital improvements exceeding \$100,000.

**SECTION 7.** The contract operator shall provide access to all information the SAB reasonably deems necessary to fulfill its duties delegated by the assembly. In cases where the contract operator believes the SAB request for information is not reasonable, the borough mayor will act as the arbitrator in determining if the requested access is reasonable.

**ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 4TH DAY OF DAY, 2000.**

  
William Popp, Assembly President

ATTEST:

  
Linda S. Murphy, Borough Clerk

