

SIOUX COUNTY BOARD OF HEALTH  
MEETING AGENDA  
September 21, 2011  
8:00 a.m.

- I. Call Meeting to Order
  - i. Approve Agenda
  - ii. Approve Minutes of 7-20-11 meeting
  
- II. Guests present- Diane Anderson, MHA, MPH, BSN, Regional Community Health Consultant, Iowa Department of Public Health; Coleman McAllister, Sioux County Attorney
  
- III. Public Health Standards
  - i. Prevent Epidemics and the Spread of Disease
    - a. Pertussis cases in Northwest Iowa
  - ii. Protect Against Environmental Hazards
    - 1. Julia Shroeder, RN, BSN /Coleman McAllister
      - a. Lead Paint Remediation in Sioux County
  - iii. Prevent Injuries
    - a. Distracted Driving Campaign with Sioux County Sheriff's Department
  - iv. Promote Healthy Behaviors
    - a. Coalition for a Healthy Sioux County
    - b. FY12 LPHS grant
  - v. Prepare for, Respond To, and Recover from Public Health Emergencies
    - a. FY12 Disaster Preparedness Grant
  
- IV. Communication to the BOH
  
- V. Next meeting- November 16- Invite BOS to review Annual Report
  
- VI. Adjourn- 9:00 am

## Deb Vander Plas

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**From:** Nancy Dykstra [ndykstra@greatersiouxchc.org]  
**Sent:** Friday, September 02, 2011 4:13 PM  
**To:** Jackie Covey; Deb Vander Plas; Kim Westerholm  
**Subject:** FW: Michael Moeller, MD press release of disciplinary action  
**Attachments:** 08\_26\_2011.pdf

It might be good to share this with your Board(s)--Creative Living has continued to utilize this Psychiatrist a long time--knowing that these charges were pending--I'm not sure that they will do anything differently-but I think the community and Boards should know that Psychiatric care/coverage is woefully inadequate in S. County. Nancy

**Deb Vander Plas**

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**Subject:** FW: Dr. Nystrom

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**From:** Lois Huitink [<mailto:loish@siouxcounty.org>]  
**Sent:** Thursday, September 01, 2011 8:54 AM  
**To:** Kim Westerholm  
**Cc:** Board of Supervisors  
**Subject:** FW: Board of Health members

Kim,

A note that Dr. Nystrom would like to pass on to the Board of Health is attached.

*Lois Huitink*

Sioux County Auditor  
& Commissioner of Elections



*Putting the People of Sioux County First*

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**From:** Dale Nystrom [<mailto:Nystrodp@mercyhealth.com>]  
**Sent:** Wednesday, August 31, 2011 4:56 PM  
**To:** Lois Huitink  
**Subject:** Board of Health members

Sioux County Board of Health members,

You sent a letter to the Board of Supervisors back in May 2011. In that letter you stated that " the risk of potential lead exposure to people using the Sandy Hollow Complex and to the residents in the area of the sporting complex can be controlled." I am unclear as to how your board can control the lead exposure. I can understand the DNR making such a statement, but not a health board. Please explain to me how your board can "control" the lead poison exposure, especially with a family campground nearby.

Sincerely,

Dale P. Nystrom MD



**Iowa Department of Public Health**  
**Promoting and Protecting the Health of Iowans**

Mariannette Miller-Meeks, B.S.N., M.Ed., M.D.  
 Director

Terry E. Branstad  
 Governor

Kim Reynolds  
 Lt. Governor

**CONTRACT #:** 5882CO84

**PROJECT PERIOD:** JULY 1, 2011 THROUGH JUNE 30, 2012.

**PROJECT TITLE:** FY12 LOCAL PUBLIC HEALTH SERVICES STATE APPROPRIATION  
**FUNDING SOURCE OF IDPH:**

**CONTRACT PERIOD:** JULY 1, 2011 THROUGH JUNE 30, 2012.

**CONTRACT AMOUNT:** \$ 74,283

**STATE:**

LOCAL BOARDS OF HEALTH: \$ 11,506  
 HOME CARE AIDE: \$ 45,359  
 PUBLIC HEALTH NURSING: \$ 17,418

**FEDERAL TAX ID#:** 426005069

**FEDERAL CATALOG #:**

**CONTRACTOR:** Sioux County Board of Health

**MATCH REQUIRED:** YES  NO  NA

**ADDRESS:** 211 Central Ave SE  
 Orange City, IA 51041

**IOWA CODE CHAPTER 8F DESIGNATION:**

- This contract is covered by Iowa Code chapter 8F
- This contract is NOT covered by Iowa Code chapter 8F
- At the time of execution, this contract is NOT covered by Iowa Code chapter 8F, but if the Contractor executes additional contracts with the Department, the aggregate of which exceed \$ 500,000, the contract may be covered

**PROJECT DIRECTOR INFORMATION:**

**NAME:** Deb VanderPlas  
**AGENCY:** Community Health Partners of Sioux County  
**PHONE:** 712-737-2971  
**E-MAIL:** deb.vanderplas@siouxcountychnp.org

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, Local Public Health Services Contract Application, Contract Management Guide, Contract Management Table, Alternative Plans, Requests to Modify, and any Contract Amendments.

The Contractor has reviewed and agrees to the General Conditions effective October 1, 2009 as posted on the Department's Web site under *Funding Opportunities*: [www.idph.state.ia.us](http://www.idph.state.ia.us) or as available by contacting Julie McMahon at telephone (515) 281-3104. The contractor specifies no changes have been made to the Special Conditions or General Conditions.

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: Julie McMahon  
 Julie McMahon, Division Director  
 Division of Health Promotion/Chronic Disease Prevention

By: Barbara Trop  
 Contractor Chair

Date 6/6/11

Date 6-1-2011

## Special Conditions for Contract # 5882CO84

### Article I- Identification of Parties:

This Contract is entered into by and between the Iowa DEPARTMENT of Public Health (hereinafter referred to as the DEPARTMENT) and the CONTRACTOR, as identified on the Contract Face Sheet.

### Article II - Designation of Authorized State Official:

Julie McMahon Director, Division of Health Promotion/Chronic Disease Prevention 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 Julie McMahon at (515) 281-3104.

### Article III - 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 on the Contract Face Sheet, has the authority to manage the Contract and the legal responsibility to assure compliance with all Contract conditions.
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.

### Article IV – Key Personnel for Project Implementation:

In addition to the CONTRACTOR and the Project Director, additional individuals(s) as listed in the FY12 Application for Local Public Health Services (LPHS) Contract and maintained by the DEPARTMENT shall be considered key personnel.

Department Key Personnel are as follows:

Name	Title
Julie McMahon	Division Director
Judy Naber	Bureau Coordinator
Diane M. Anderson	Program Contract Manager

### Article V - Statement of Contract Purpose:

1. To support the improvement of organizational capacity of local boards of health.
2. To develop conditions for healthy people and healthy communities.
3. To support the local board of health in progressing towards compliance with the Iowa Public Health Standards within their jurisdiction.
4. To support the improvement of local public health capacity to address health priorities by providing partial financial support as defined in 641 IAC chapter 80 (135).

5. To assure the provision of core public health functions and essential public health services by the CONTRACTOR, as those terms are defined in 641 IAC 77.2 (137).
6. To assure the provision of public health nursing and home care aide services for persons within the county by the CONTRACTOR, in accordance with 641 IAC 80.9 and 80.10.

#### **Article VI - Description of Work and Services:**

The CONTRACTOR shall:

1. Provide essential public health services and activities as described and defined in the CONTRACTOR'S Local Public Health Services FY12 Application and any subsequent Request(s) to Modify.
2. Assure those services and activities provided pursuant to sections 1 and 2 above conform with House File 649 and 641 IAC Chapters 77 and 80.
3. Comply with the Contract Management Guide and all other Contract Documents listed on Contract Face Sheet.
4. Report on activities, units, and costs in the manner required by Article VIII of this agreement.

#### **Article VII – Performance Measure**

**The FY12 Contract Performance Measure is completion and submission of a written report that addresses monitoring and progress in achieving health improvement goals and strategies that have occurred with the completion of the Community Health Needs Assessment and Health Improvement Plan (CHNA & HIP) from February 27, 2011 through February 26, 2012.**

1. Upon approval of the local board of health (and board of supervisors, if CONTRACTOR), submit the report electronically to Regional Community Health Consultant by 4:00 p.m. (local Iowa time) on **March 31, 2012**.
2. A financial incentive of \$800.00 may be claimed by the CONTRACTOR upon acknowledgment by the Regional Community Health Consultant of receipt of Performance Measure completion.
  - a. The financial incentive shall be used to provide essential public health services consistent with Article VI.
  - b. The \$800 financial incentive is not included in the amount of appropriations on the Contract Face Sheet.
  - c. The activity(s) associated with the financial incentive cannot be billed to the grant or another funding stream.
  - d. The CONTRACTOR shall assure documentation in the Authorized Agency accounting files for how the financial incentive dollars were used.
  - e. The financial incentive is claimed on the Electronic Expenditure Workbook FY12 LPHSC form. The claim for the financial incentive must be posted to SharePoint by 4:00 p.m. (local Iowa time) on **May 15, 2012**.
  - f. Questions concerning Contract Performance Measure should be referred to the Regional Community Health Consultant.

**Article VIII - Reports:**

**Program Reports**

The CONTRACTOR shall prepare the following reports on templates, if applicable, provided by the DEPARTMENT in the CONTRACTOR's SharePoint Service Contract Site and shall submit the reports in compliance with the following table.

<b>Report</b>	<b>Method of Submission</b>	<b>Date Due</b>
Local Board of Health FY12 Meeting Minutes	Uploaded to SharePoint in Contractor folder/Document Library/Business Organization folder	30 days from approval of BOH minutes
Local Board of Health Annual Report of Members	1 electronic copy emailed to assigned RCHC and <a href="mailto:jnaber@idph.state.ia.us">jnaber@idph.state.ia.us</a>	1 month after BOH elections for calendar year FY12
Application FY12 LPHSC	1 electronic copy emailed to assigned RCHC	April 29, 2011
Alternative Plan FY12 LPHSC	1 electronic copy emailed to assigned RCHC	April 29, 2011
Request to Modify FY12 LPHSC	1 electronic copy emailed to assigned RCHC	Upon approval of CONTRACTOR
End of Year Report FY11 LPHSC	1 electronic copy emailed to assigned RCHC.	September 30, 2011
Performance Measure Report FY12 LPHSC	1 electronic copy emailed to assigned RCHC.	March 31, 2012

**Expenditure Claim:**

The CONTRACTOR shall prepare a monthly expenditure claim in the Electronic Expenditure Workbook (EEW) located in the Document Library specific for this Contract. Upon completing, approving and submitting the monthly expenditure claim in the EEW, the authorized individual shall initiate a Workflow for the EEW. The Workflow initiation will provide notification to the DEPARTMENT's Contract Manager of submitted EEW's. The DEPARTMENT is not responsible for delays in payment related to the CONTRACTOR's failure to initiate a workflow.

<b>Expenditure Claim</b>	<b>Date Due</b>
Monthly Electronic Expenditure Workbook (EEW)	<ul style="list-style-type: none"><li>• Submit claims within 45 days of month of expenditure.</li><li>• To claim the incentive, the EEW must be posted to SharePoint no later than 4:00 p.m. (local Iowa time) on May 15, 2012.</li></ul>

**Article IX - Budget:**

1. The LPHS Contract is funded through Healthy Aging appropriations (Home Care Aide (HCA) and Public Health Nursing (PHN) programs) and partially funded by the Community Capacity appropriations (Local Board of Health program).
2. The CONTRACTOR shall not transfer allocations made HCA, PHN, and LBOH from one (1) program area to another.
3. The CONTRACTOR shall receive written approval from the DEPARTMENT prior to spending the final three (3) percent of the program funds awarded.

**Article X - Payments:**

1. 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:

- a. Complete a current annual cost analysis for each activity billed to the Contract.
  - b. Submit cost reports to the RCHC with the application or RTM, if applicable.
2. 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.
  3. The DEPARTMENT will post a disbursement summary in the Disbursement folder within the CONTRACTOR's SharePoint Service CONTRACTOR Site for each payment issued to the CONTRACTOR.
  4. The CONTRACTOR acknowledges that all contractual, legal, and financial documents shall be executed and submitted by authorized users as named in the CONTRACTOR's SharePoint User Memorandum of Understanding (MOU).
  5. In accordance with the CONTRACTOR's SharePoint User MOU, it is the CONTRACTOR's sole responsibility to ensure appropriate individual(s) have adequate SharePoint User Authorizations or adequate internal processes in place to maintain compliance with Contract submissions and conditions.
  6. The reallocation process as defined in 641 IAC 80.4(6) (135) is modified to allow the DEPARTMENT to reallocate Local Board of Health (LBOH), Public Health Nursing (PHN), and Home Care Aide (HCA) Program funds at any time during the contract year, with a fourteen calendar day notification to the contractor based on an assessment of the amount of excess funds from the FY12 LPHS Contract.

#### **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 77.3(137).
2. The local board of health minutes shall be available for all DEPARTMENT staff to view on SharePoint.
3. The CONTRACTOR shall assure and support the local board of health plan for utilization of the Local Board of Health program funds.
4. An Authorized Agency for LPHSC is a nonprofit or governmental entity authorized by the CONTRACTOR to provide one or more activities funded in part or entirely by LPHSC program funds.
  - a. If the CONTRACTOR is the governing body of an Authorized Agency a written agreement 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.
5. In addition to the provisions of Section 5, Procurement Standards and Subcontracting, of the General Conditions, effective October 1, 2009, the following provision shall apply to this Contract: all agreements held by the CONTRACTOR and an Authorized Agency which govern activities funded entirely or in part by the Local Public Health Services Contract shall be reviewed annually by a Regional Community Health Consultant from the Bureau of Local Public Health Services.
6. In addition to the provisions of Section 17, Withholding of Support, of the General Conditions, effective October 1, 2009, the following provision shall apply to this Contract: The DEPARTMENT shall withhold payment of Local Public Health Services Contract allocations to the CONTRACTOR if:
  - a. A CONTRACTOR fails to submit the required contractual reports as outlined by the DEPARTMENT. Payments will be withheld until the reports have been submitted in a timely manner, received, verified and approved by the DEPARTMENT.
  - b. A CONTRACTOR fails to submit the required written agreement between the CONTRACTOR and an Authorized Agency for approval by the DEPARTMENT.

- c. An Authorized Agency has elected to provide personal health services through another provider and if the signed purchase of service agreement has not been submitted and approved by the DEPARTMENT.
  - d. 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 must be approved by the DEPARTMENT. The CONTRACTOR shall request to modify the Contract for:
- a. Addition and or removal of an activity not included on the originally approved FY12 Local Public Health Services Contract Application,
  - b. Approval of a change of Authorized Agency or the addition of a new Authorized Agency, and
  - c. Notification of a change of information for the CONTRACTOR, Project Director, key personnel, fiscal contact or Authorized Agency.
8. An Alternative Plan must be submitted by the CONTRACTOR in conformance with the Contract Management Guide and approved by the DEPARTMENT. The CONTRACTOR shall request approval of an Alternative Plan when requesting an alternative use of program funds and a CONTRACTOR shall not utilize funds for an alternative use prior to receipt of written approval from the DEPARTMENT. A completed Alternative Plan must be submitted to the RCHC with the application for FY 12 LPHSC for nontraditional program activities.
9. Authorization - Each signatory to this Contract or subsequent Contract amendments represents and warrants to the other parties that:
- a. The signatory has the right, power, and authority to enter into this agreement and to bind the party represented by the signatory to this agreement
  - b. The party has the right, power, and authority to perform its obligations under the agreement;
  - c. The party has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this agreement and this agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
10. The CONTRACTOR shall assure participation in the local implementation of Early ACCESS, (U.S. DEPARTMENT of Education, Individuals with Disabilities Education Act, amendments of July 1997, P.L.105-17, Part C, Early Intervention Program for Infants and Toddlers with Disabilities) to all infants and toddlers ages birth to three (3), who have a condition that has a high probability of resulting in later delays in development, if early intervention services were not provided, OR is already experiencing a twenty-five percent (25%) delay in one or more areas of development and their families.



**Iowa Department of Public Health**  
Promoting and Protecting the Health of Iowans

Mariannette Miller-Meeks, B.S.N., M.Ed., M.D.  
Director

Terry E. Branstad  
Governor

Kim Reynolds  
Lt. Governor

**PROJECT TITLE: FY12 Local Public Health Services  
Contract (LPHSC)**

**CONTRACT #: 5882CO84**

**CONTRACTOR: Sioux County Board of Health**

**AMENDMENT #: 1**

This contract is amended by decreasing Home Care Aide funds in compliance with State FY 2012 general fund budget reductions. The reduction is outlined below for the current contract period.

**DECREASE** your Home Care Aide allocation by \$ 399

The Home Care Aide allocation on the cover sheet shall now read \$ 44,960

The amended Contract Amount on the cover sheet shall read \$ 73,884

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.

**For and on behalf of the Department:**

**For and on behalf of the Contractor:**

By: \_\_\_\_\_  
Julie McMahon, Director  
Division of Health Promotion and Chronic  
Disease Prevention

By: Barbara Top

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

Date: 8-3-11



**Iowa Department of Public Health**  
Promoting and Protecting the Health of Iowans

Mariannette Miller-Meeks, B.S.N., M.Ed., M.D.  
Director

Terry E. Branstad  
Governor

Kim Reynolds  
Lt. Governor

**PROJECT TITLE: FY12 Local Public Health Services Contract (LPHSC)**

**CONTRACT #: 5882CO84**

**CONTRACTOR: Sioux County Board of Health**

**AMENDMENT #: 2**

The Special Conditions to FY12 Local Public Health Services Contract will be amended by the following:

**Article X – Payments item 3**

The deletion of

The DEPARTMENT will post a disbursement summary in the Disbursement folder within the CONTRACTOR's SharePoint Service CONTRACTOR Site for each payment issued to the CONTRACTOR.

Replaced with

Warrants will be made payable to the CONTRACTOR and mailed to the project director.  
Warrants may be sent to an alternate address if requested in writing from the CONTRACTOR.

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.

**For and on behalf of the Department:**

**For and on behalf of the Contractor:**

By: \_\_\_\_\_  
Julie McMahon, Director  
Division of Health Promotion and Chronic  
Disease Prevention

By: Barbara Top

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

Date: 8-23-11

AGREEMENT TO PROVIDE PUBLIC HEALTH AND HOME CARE AIDE SERVICES  
TO THE RESIDENTS OF SIOUX COUNTY  
FY12

This Agreement is entered into between the Sioux County Board of Health, (hereafter *Contractor*) and Community Health Partners, (hereafter *Subcontractor*) to facilitate the provision of the core public health functions, specifically public health and home care aide, and other essential public health services to the residents of Sioux 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:**

Make available to subcontractors all documents related to the contract with the Iowa Department of Public Health (hereafter *DEPARTMENT*). This includes but may not be limited to:

- FY12 Renewal for Local Public Health Services Contract
- Contract face sheet and any subsequent revisions
- General Conditions, effective 10-01-09
- Special Conditions effective 7-1-10
- Subsequent contract amendments and modifications
- All budget or work plan revisions
- All IDPH required reports

Maintain ongoing communication regarding the grants and keep all local officials and subcontractors appropriately informed.

Comply with the special and general conditions of the contract and related documents.

Assure compliance by the subcontractors with the requirements of *Iowa Administrative Code* Chapter 80 and the special and general conditions of the contracts.

Review/approve proposed service changes requested by subcontractors and submit request for change to the DEPARTMENT for approval.

**RESPONSIBILITIES OF SUBCONTRACTOR**

Services shall be provided in compliance with IAC 641-80, Iowa Department of Public Health Special Conditions and General Conditions, and as identified in the Local Public Health Services grant application. Proposed changes in service shall be based upon identified community needs and submitted to the Contractor.

- Comply with the special and general conditions of the contract and related documents.
- Assure competency of staff to comply with grant requirements.
- The subcontractor shall provide the DEPARTMENT, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.

**FUNDING AGREEMENT**

The Sioux County Board of Health agrees to provide the subcontractor with the Local Public Health Services state grant funds for budgeted and approved expenditures, which have been incurred during the contract year. The amount of funds for each appropriation line is identified on the Iowa Department of Public Health contract face sheet and as follows:

Local Board of Health: \$11,506  
Home Care Aide: \$45,359  
Public Health Nursing: \$17,418  
SSBG: \$0

Any additional appropriation or de-appropriation during the fiscal year will be in the dollar amount stated on the Iowa Department of Public Health/Local Public Health Services contract amendment face sheet.

**EFFECTIVE DATE AND TERMINATION OF AGREEMENT:**

This agreement shall have an effective date of July 1, 2011 thru June 30, 2012.

Either party may terminate their participation in this agreement with 30 days written notice to the other party prior to the termination date. This agreement may also be terminated or modified in the event that adequate funds are not appropriated or available.

*Debra Trip* Date 6-28-11  
Contractor Chairperson  
Sioux County Board of Health

*Seb Vander Plas* Date 6-28-11  
Subcontractor Signature Authority  
Community Health Partners

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Posted August 25, 2011

# Concussion law brings awareness to forefront

KJ Pilcher

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Cedar Rapids Kennedy players run through preseason drills at Kennedy High School. Iowa has passed a concussion law, forcing parents and athletes to sign a fact sheet on concussion safety before athletes are allowed to participate. (Liz Martin/SourceMedia Group News)

Alex Saunders' football career at Cedar Rapids Jefferson ended because of it. Linn-Mar senior Mark Atwater's experience led to different equipment. Both demonstrate the effects of concussions in sports.

When players take the field Friday night for the first week of statewide football competition, they, and their parents, have been informed on concussions, including prevention, symptoms,

signs, appropriate care and the procedures for the athlete to safely return after being diagnosed with one thanks to the steps of the Iowa Legislature.

Lawmakers passed the bill in April, mandating prep athletes in grades 7-12 and their parents sign a fact sheet prior to participation, a player must be removed if a coach or official observes signs, symptoms or behaviors associated with suffering a concussion (a brain injury caused by a bump, blow or jolt to the head or body), and that a player will not be allowed to return to participating – in games or practice – until receiving a sign release from a licensed health care provider. The measure applies to both male and female sports and “extracurricular interscholastic activity” which includes dance and cheerleading.

Carlton Saunders, alex’s dad, would like to see even more steps taken. He would like to see informational meetings with medical experts held instead of a fact sheet that can easily be discarded or ignored. He knows that would mean more time, but said when your child’s long-term health is at stake it is worth it.

“Make it part of the process,” Carlton Saunders said. “Knowledge is power.”

Saunders was a volunteer coach at Jefferson when his son, a senior and standout basketball player for the J-Hawks, played varsity football. Saunders’ prep football career was cut short last year when he suffered two concussions in a 12-month period.

“Having two in 12 months was enough,” Carlton Saunders said. “We did stop him.”

Saunders suffered a concussion in football practice as a sophomore, missing three games. The second trauma, which Carlton Saunders said was diagnosed as a Grade 3 concussion, caused him to miss the final four games last fall.

After the first head injury, Saunders had difficulty at school, receiving headaches caused by sensitivity to brightness. The family was able to recognize the problem.

“We were fortunate enough and fortunate enough to know there were issues with the first one because of the light sensitivity that was key for him,” said Carlton Saunders, who said his family met with doctors immediately after the second injury and they called to end to his participation in 2010. “The Grade 3 concussion was even worse.”

Atwater endured a concussion while playing as a freshman. It motivated him and his family to start using an advanced Xenith helmet his sophomore season. He hasn’t had further problems.

“It’s a serious matter,” said Atwater, whose dad, Larry, is an assistant football coach and former head wrestling coach at Coe. “I’ve talked about it with my parents alot. ... They’re pretty concerned about that and want to make sure my health is in my best interest. They’ve done a lot as parents to make sure I feel well.”

Athletes can’t afford competing with fears of getting hurt, because it can often lead to serious injury. Whether its going for a tackle, attempting to take head a free ball in soccer or returning a wrestler to the mat or shooting a takedown, prep athletes are focused on the play and not the consequences.

"No one ever thinks there is a possibility I could get a concussion tonight or possibly get hurt," Atwater said. "That never crosses your mind. You just fly around and do it. It's part of the game."

The law is a step in the right direction, but adhering to it is the only way it will take effect. Atwater hinted that some players, despite the warnings, will still try to avoid being removed from games. He has heard stories from his dad's players about creating diversions to hide a possible concussion.

"It's a good idea for everybody to know about it, but it's how you act upon it," Atwater said. "There's going to be hundreds of high school athletes that their head hurts, they don't feel good, but they're going to say they feel fine. Until that ends then the big problems with concussions aren't going to end, because you can read the sheet and understand it, but kids get going and the competitiveness gets to you and you just don't want to come out."

According to Dr. George Phillips, an Associate Program Director of Pediatric Residency Education and Clinical Associate Professor of General Pediatrics and Adolescent Medicine at the University of Iowa, said Iowa is the 19th state to sign legislation in place, regarding athletic head injuries. During a concussion and safety seminar at Iowa City in July, Phillips said 28 other states have a similar statute and 15 more had pending bills.

"It really has been a rapid swing the last two years and I think it's the first steps in really bringing concussion to the forefront as a commonly accepted injury," said Phillips, admitting club and youth sports are harder to regulate but hopes they adhere to the spirit of this law. "One that we talk about just as much as ACL tears, rotator cuff tears or Tommy John surgery, and then really becomes part of the standard sports parlance."

[Watch video from medical experts during the concussion seminar at UI in July.](#)

Similar bills have been inspired by Washington state's Lystedt Law, named after Zackery Lystedt, a football player severely injured during a game in 2006. The 13-year-old Lystedt was playing middle school football when he hit his head on the ground during a first-half play and rose in obvious pain. He sat on the sidelines for 15 minutes before re-entering. He made a goal-line play in the second half, causing a brain hemorrhage. The injury is an example of second-impact syndrome.

"The history in the U.S. is it often takes a tragedy to move us forward," said Phillips, citing the Lystedt case. "It was a really tragic event, but the great thing to see, like many public health issues, that comes to the forefront. States can often craft great pieces of legislation that really support public health."

According to the Center for Disease Control, 135,000 sports- and recreation-related brain injuries in youths from 5 to 18 are treated by emergency departments across the nation. Sports-related concussions are balanced between male and female when football is not factored in the equation, according to Dr. Andy Peterson, a Clinical Associate Professor of Pediatrics at the UI. Football makes an overwhelming difference.

"American football is in a league of its own," Peterson said. "There's pretty good evidence there's a higher risk for concussions in American football. Higher than amateur boxing even."

Even in a sport where the goal is to hit someone in the head as often as you can, American football seems to have a higher rate of concussion.”

Testing has advanced. Athletic trainers are well verse in various diagnostic tests, including Immediate Postconcussion Assessment and Cognitive Testing (ImPACT) and Sport Concussion Assessment Tool (SCAT2). Those tools help medical professionals assess post-injury recovery. ImPACT uses various memory and matching exams. SCAT2 evaluates symptoms, a cognitive exam and balance and coordination tests.

“None of the stuff is fool proof,” said Matt Doyle, Director of Athletic Training Outreach Program for UI Sports Medicine. “They’re not infallible but each when pieced together give you a piece of information and make you feel better about the decisions you’re making with a patient.”

Properly fitting equipment, including mouthpieces, neck strengthening and form tackling have benefitted players. The legislation bolsters the effort made by coaches to help prevent head injury.

“I think you’d be hard-pressed to find a coach that doesn’t talk about it,” Cedar Rapids Kennedy Coach Tim Lewis said. “I think everybody’s doing that and we have to because concussions aren’t going to change so we have to do everything we can to prevent them.

“We coaches would be foolish if we don’t do something and we’re not constantly talking about it.”

Peterson said some coaches express frustration that the new requirements will delay a player’s return, but said a player can return quicker, avoiding prolonged effects by returning too soon. Terry Noonan, Director of UI Athletic Training Services, said an athlete needs anywhere between three to 10 days to regain a normal state following a concussion.

Sometimes the topic can be challenging, especially for a generation of players whose concussions were classified as “getting your bell rung” or “dinged up.”

“You’ve got to remember that all of us that are coaching this game played in an era where we all probably had numerous concussions,” Lewis said. “We just played through it.”

The measures create another hoop for parents and athletes to jump through to participate. Parents and players have taken it in stride, and with recent attention given to concussions they aren’t shocked about it.

“We really haven’t had any reaction at all from the parents,” Cedar Rapids Xavier Coach Duane Schulte said. “I think they are doing what they are told to do.”

Even before the bill was signed into law the Iowa High School Athletic Association and Iowa Girls’ High School Athletic Union instituted an initiative to inform athletes and their parents, coaches and officials about the issue of sports-related head injuries. Actually many of these steps were in place for the start of the 2010-11 school year.

IHSAA Assistant Executive Director Alan Beste noted the main difference with the law is now parents and athletes must sign the concussion fact sheet, have written clearance and the designation of which medical professionals can release a player.

"It puts the weight of state law behind what needs to happen," Beste said. "Their awareness is heightened because now it's state law."

Beste said former Maquoketa wrestling coach and District 13 State Senator Tod Bowman was a key advocate of the bill. He worked with the Brain Injury Association of Iowa to champion the legislation. The effort was backed by the IHSAA and IGHSAA.

"The impetus behind the whole thing is to keep kids safe," Beste said. "If the legislation helps keep kids more safe than the protocol was that we and the Girls Union implemented then we were all for it. We supported it the whole way."

New procedures seem to be more of an informative measure than a deterrent to playing hard and risking injury, helping parents and athletes identify and seek appropriate care when problems occur. If that is the spirit of recent legislation then it is working.

"If they're trying to make awareness part of it then that's certainly effective in that regard," Schulte said. "It brings everybody to the forefront if you actually have to sign a document stating you're aware of it."

[prep sports concussion fact sheet](#)



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**A FACT SHEET FOR PARENTS AND STUDENTS**  
**HEADS UP: Concussion in High S**

The Iowa Legislature passed a new law, effective July 1, 2011, regarding students' extracurricular interscholastic activities. Please note this important information:  
**Brain Injury Policies:**

- (1) A child must be immediately removed from participation (practice or competition) if he/her exhibits signs, symptoms, or behaviors consistent with a concussion or brain injury in an extracurricular activity.
- (2) A child may not participate again until a licensed health care provider trained in the evaluation of brain injuries has evaluated him/her and the student has received written clearance from that provider.

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