

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, June 6, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Minutes-Discuss and decide on meeting minutes.

Discuss a contract between the City of Cedar Rapids (CR Transit) and Linn County for FY23 ADA complementary transportation effective July 1, 2022, through June 30, 2023, in the amount of \$904,296

Discuss and decide on a contract between Linn County Community Services and the MH/DS of the East Central Region for the period of July 1, 2021 through June 30, 2022 for the actual expenses incurred on the Linn County MHDS Fund balance in the amount of \$434,557.01.

Public Hearing for consideration of conveyance by gift of real estate owned by Linn County described Hull's 3rd Out Lot C N 1' S 59' Lot 9 & N 1' S 59' W 24' Lot 10, Cedar Rapids, Linn County, Iowa

First consideration of an ordinance amending Chapter 14 of the code of ordinances, Linn County, Iowa by adding thereto a new Article III pertaining to the prohibition within the unincorporated areas of the county of any efforts to change sexual orientation or gender identity with minors, including conversion and reparative therapy.

Approve and authorize Chair to sign, retroactive to June 2, 2022, a letter to the Honorable Kim Reynolds, Governor of the State of Iowa, asking her to veto HF 2497, which includes a provision to establish a two-year moratorium on the issuance of new gaming licenses.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims-Discuss and decide on claims.**Correspondence****Appointments****Adjournment**For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

Contract for Transportation Services

Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha, and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
2. The contract period shall begin on July 1, 2022 and continue through June 30, 2023. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service

1. All transit services will be provided in vehicles open to the public without discrimination.
2. Service shall be provided Monday through Saturday, except on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:15 a.m. to 7:00 p.m. and Saturday 9:15 a.m. to 5:00 p.m.
4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
6. Fares for these services shall be twice the adult full fare charged on Cedar Rapids Transit's fixed-route bus service.

C. Insurance Requirements:

Linn County LIFTS, at its own expense, shall procure insurance or self-fund for losses during the entire term of this Agreement and any extensions thereof in an amount sufficient to provide vehicle property damage coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract and liability coverage to third-parties.

Additional insured: The City of Cedar Rapids, its officers and employees, shall be an additional insured on procured insurance and recognized as an additional insured for any self-funded loss.

D. Vehicle Responsibilities

1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.

2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit's fleet in order to maintain a minimum annual usage for each vehicle in the fleet.
3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit's approval.
4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.
5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.
6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer's minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.
7. Both parties shall equally split the cost of major component repairs that exceed \$1000 in cost.

E. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver's license or chauffeur's license, as appropriate for the vehicle driven.
2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

F. Other Linn County LIFTS Responsibilities

1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.

7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

G. Other Cedar Rapids Transit Responsibilities

1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

H. Compensation

1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.
2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
3. Cedar Rapids Transit will provide an annual operating subsidy of \$904,296 to be used for operating and maintenance costs associated with this contract.
4. Payments of the operating subsidy will be made in equal amounts of \$75,358 per month.

I. Quarterly Reporting

Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:

- Total number of rides provided
- Total number of Saturday rides
- Total number of elderly rides
- Total number of disabled rides
- Total vehicle miles and hours
- Total revenue miles and hours
- Total deadhead miles and hours
- Total passenger revenues collected
- Actual fully allocated costs of services

J. Entire Agreement

1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

L. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

M. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.
3. Notwithstanding the provisions in M.1 above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County

For City of Cedar Rapids

Ben Rogers, Chair
Linn County Board of Supervisors

Jeff Pomeranz, City Manager
City of Cedar Rapids

Date: _____

Date: _____

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Strategic Project Agreement – LINN COUNTY

Contract Effective Date: October 28, 2021 – June 30, 2022

Parties: **MH/DS of the East Central Region**
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Provider: **Linn County Community Services # 4774**
1240 26th Ave Court SW
Cedar Rapids, IA 52404

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter "Region") and the Provider identified above (hereafter "Provider"). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region's Management Plan (hereafter "Management Plan"), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:

- Sections 1 through 10, generally setting out the terms of the Agreement;
- Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
- The MH/DS of the East Central Region Management Plan, which is incorporated in this contract by this reference.

The statements and intentions of the parties, to this contract, are as follows:

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.

In consideration of the premises and promises contained herein, it is mutually agreed by and between the Region and Provider as follows:

SECTION 1

Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

Assignment: The act of transferring to another all or part of one's property interest or rights.

Award: A grant from the Linn County fund balance.

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Client: A person who is eligible and authorized to receive funding as defined in the Management Plan as approved by the Director of Human Services.

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central Region, the inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region's Community Services Plan as approved by the MH/DS of the East Central Region's Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor's Office.

Subcontract: The act in which one party to the original Agreement enters into a contract with a third party to provide some or all of the services listed in the original

contract.

SECTION 2

Duties of Provider

Section 2.1 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region's Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider's failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet settings rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid- eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

- a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.
- b. Providers shall submit requested information for auditing purposes.

SECTION 3

Duties of the Region

Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider **up to** a total Award of \$434,557.01 payable in disbursements to be determined by the Region.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

Section 4.2 Scope of Services. Provider agrees to provide mental health supports and services at the Linn County Access Center to consumers of the MH/DS of the East Central Region as requested by Linn County.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of the Region and its, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.4 Liability Insurance.

- a. **Provider Liability Insurance.** Provider shall procure and maintain professional liability and comprehensive general liability insurance, at the Provider's own expense, at a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this agreement. Provider shall furnish to Region, from time to time, as requested by the Region, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.
- b. **Extended Coverage.** Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Region clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the Region about clients, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and protected health information. Provider shall retain project data for seven years after the completion of the project.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of nine (9) months, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement after ten (10) days of giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the Region upon the occurrence of the Region's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region's clients of Provider's termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Section 7.7 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

**Linn County Community Services # 4774
1240 26th Ave Court SW
Cedar Rapids, IA 52404**

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. The Region may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to the Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period. All Amendments shall maintain Project compliance.

Section 8.2 Regulatory Amendment. The Region may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 Region Management Plan Amendment. The Region may also amend this Agreement to comply with changes in the Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Payment Process

Section 9.1 Process. Provider shall submit monthly billing invoices and other requested information for utilization review, as directed in Iowa Administrative Code 441-25.21(1)k. Invoices shall include the following:

- a. name and unique identifier of each individual served during the reporting period (if billed by person);

- b. identifier and name of service(s) provided;
- c. number of units of service, unit rate and total cost of units provided to each individual;
- d. reimbursement billed to other sources (including client participation or co-pay), and therefore deducted from the county costs, for each individual;
- e. actual amount to be charged to the Region for each individual for the period; and
- f. when requested, attendance, records, and/or other documentation substantiating service provision.

* Submit salary and benefits information once and then bill total salary/benefits amount monthly. Receipts should be attached to an invoice payable to Provider or unpaid invoices can be submitted directly from vendor.

Section 9.2 Invoice Submission. Providers may e-mail invoices or send invoices through the regular mail. Invoices may not be faxed. Invoices shall be submitted within sixty (60) days of the service provided unless the Provider is waiting for third party payment if applicable. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Region's Regional Governing Board or unless there is a statutory obligation. Invoices may be submitted to either:

- a. claims@ecriowa.us; or
- b. Julie Davison
Buchanan County Community Services
210 5th Ave. NE
Independence, IA 50644

All eligible bills shall be paid within 60 days of receipt of required documentation unless unforeseen circumstances exist.

Section 9.3 Duties of the Region. The Region shall review the invoices and additional utilization information in comparison with service funding authorizations in place. The Region shall only reimburse for those services that are authorized and at the rate approved in the contract.

SECTION 10

Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to the Region's clients in Provider's geographical area. The Region reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider will not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

Section 10.5 Rights of Provider and the Region. Provider agrees that the Region may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and the Region shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Provider: Linn County Community Services # 4774
1240 26th Ave Court SW
Cedar Rapids, IA 52404

Region: Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

All communications will be deemed given upon delivery or attempted delivery to the person designated above at the designated address.

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque,
Iowa, Johnson, Jones, Linn

Provider Agreement Signature Page

Contract effective Date: October 28, 2021 – June 30, 2022

By: _____

MH/DS of the East Central Region Governance Board

Print Name: _____

Title: _____

Date: _____

By: _____

Linn County Community Services

Print Name: _____

Title: _____

Date: _____

MH/DS of the East Central Region

Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Provider Agreement Signature Page

Contract effective Date: October 28, 2021 – June 30, 2022

By: Dewey L Hildebrandt

MH/DS of the East Central Region Governance Board

Print Name: DEWEY HILDEBRANDT

Title: CHAIR, ECR

Date: 5/26/2022

By: _____

Linn County Community Services

Print Name: _____

Title: _____

Date: _____

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY ADDING THERETO A NEW ARTICLE III PERTAINING TO THE PROHIBITION WITHIN THE UNINCORPORATED AREAS OF THE COUNTY OF ANY EFFORTS TO CHANGE SEXUAL ORIENTATION OR GENDER IDENTITY WITH MINORS, INCLUDING CONVERSION AND REPARATIVE THERAPY

BE IT ORDAINED by the Board of Supervisors, Linn County, Iowa as follows:

SECTION 1. SECTION ADDED. Chapter 14 – LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS, of The Code of Ordinances, Linn County, Iowa, is amended by adding thereto a new Article III, PROHIBITION OF ANY EFFORTS TO CHANGE SEXUAL ORIENTATION OR GENDER IDENTITY WITH MINORS, INCLUDING CONVERSION AND REPARATIVE THERAPY, hereby created to read as follows:

Sec. 14-19. – Purpose.

- (a) To identify regulations and prohibitions regarding providers of services that purport to correct, cure, or change a minor's sexual orientation and/or gender identity within the unincorporated areas of Linn County.

Sec. 14-20. – Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Minor means any person under 18 years of age.

Provider means any person licensed, certified, or registered to provide professional counseling including, but not limited to, behavior analysts, licensed professional counselors, marital and family therapists or associates, physicians or assistants, osteopaths or assistants, registered or practical nurses or assistive personnel, certified nurse aides, physical or occupational therapists or assistants, psychologists or psychological associates, social workers or associates, licensed professional conservators or guardians, naturopaths, or a person who performs counseling as part of the person's professional training.

Sexual orientation or gender identity change efforts, also known as conversion therapy or reparative therapy, means any counseling, practice, or treatment that seeks to change a person's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors or gender expression, or reduce or eliminate sexual or romantic attraction or feelings toward a person of the same gender. Sexual orientation or gender identity change efforts do not include counseling that does not seek to change an individual's sexual orientation or gender identity and that:

- (1) Assists a person undergoing gender transition;
- (2) Provides acceptance, support, and understanding to the person; or

- (3) Facilitates a person's coping, social support, and identity exploration and development, including sexual orientation- and gender identity-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices.

Sec. 14-21. – Prohibition on Sexual Orientation and Gender Identity Change Efforts.

- (a) It is unlawful for any provider to provide, apply, or use sexual orientation or gender identity change efforts or conversion efforts with a minor.

Sec. 14-22. – Penalties.

- (a) A violation of the provisions of this section shall be a county ordinance infraction and shall be punishable by a civil penalty of \$750 in accordance with Iowa Code § 331.307 (2). Each day in violation constitutes a separate offense and shall be punishable by a civil penalty of up to \$1000 for each separate offense.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. The ordinance shall become effective upon its passage and publication pursuant to Iowa Code § 331.302(8).

LINN COUNTY BOARD OF SUPERVISORS

Ben Rogers, Chair

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

ATTEST:

Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the _____ day of _____, 2022,
by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

First reading on the _____ day of _____ 2022.

Second reading on the _____ day of _____ 2022.

Third reading and final passage on the _____ day of _____ 2022.

Published in *The Gazette* on the _____ day of _____ 2022.

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov



June 2, 2022

The Honorable Kim Reynolds
Governor of the State of Iowa
1007 East Grand Avenue
Des Moines, IA 50319

Dear Governor Reynolds:

On behalf of the Linn County Board of Supervisors, I write to respectfully request your veto of HF 2497, which includes a provision to establish a two-year moratorium on the issuance of new gaming licenses.

The original bill, supported by the Iowa Gaming Association, introduced as HSB 578, and passed by the House of Representatives on March 2, 2022, included several provisions to help Iowa casinos withstand the pressure of new casinos scheduled to open in Illinois and Nebraska in 2023.

Senate amendment H-8374, which passed on May 23, includes the two-year moratorium on new gaming licenses in Iowa to allow time for a careful assessment of the impact new casinos opening in neighboring states in 2023.

Your veto of HF 2497 this year will still give the legislature time in 2023 to pass the bill, as introduced, with provisions to help protect Iowa casinos. Further, your veto will allow the Iowa Racing and Gaming Commission to fulfill its responsibility to supervise gambling operations, conduct socioeconomic and studies and market analyses, and award licenses to applicants in a manner that best serves all Iowa residents, all of which it has done successfully in the past.

Iowa's casino industry has a substantial, positive impact on the state's economy that all areas of the state should have the opportunity to benefit from equally. Once again, the Linn County Board of Supervisors respectfully requests your veto of HF 2497. Thank you for consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ben Rogers', with a long, sweeping horizontal line extending to the right.

Ben Rogers
Chair, Linn County Board of Supervisors