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
LinnCounty.org

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, December 15, 2021
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign a vacancy form requesting a HR Coordinator position for Human Resources

Reports

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of November, 2021.

Resolutions

Resolution to appoint Bradley J. Ketels, P.E., County Engineer and Garret Reddish, P.E., Assistant County Engineer, to serve in the capacity of Linn County Engineer and perform all duties of the Linn County Engineer

Resolution to approve a Residential Parcel Split for Rozum Family Homestead Addition, case JPS21-0020.

Contract and Agreements

Approve and authorize Chair to sign an Iowa Department of Transportation (IDOT) Final Contract Construction Voucher for project FM-C057(150) - - 55-57, HMA resurfacing on Business 30 from Lisbon city limits to Adams Avenue in Cedar County.

Approve and authorize Chair to sign a 5th Amended Decat Contract # DCAT4-19-066 "Community Partnerships for Protecting Children (CPPC)"

Approve and authorize Chair to sign a Public Bidder Tax Sale Certificate Abatement for a property located at 1323 Ellis Blvd NW, Cedar Rapids, Iowa

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Third and final consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code. Staff is proposing amendments to Article IV, Section 107-72 Land Division Processes and Requirements related to final plat document and filing requirements, Residential Parcel Splits, Minor Boundary Changes, and Land Preservation Parcel Splits.

Discuss and decide on participation in opioid class action settlement, authorize Chair to sign participation agreements

Discuss and decide on Notice of Intent to Appoint to Fill Linn County Attorney Vacancy.

Discuss and decide on a resolution approving the appointment of Criminal Division Head-Deputy Assistant County Attorney, Jordan N Schier.

Discuss and decide on a Vacancy Form requesting an Assistant County Attorney-Criminal Division Head for the Linn County Attorney's Office.

Discuss and decide on an amended contract between Linn County Mental Health Access Center (MHAC) and Abbe Health for the period of December 15th through June 30th, 2022. This contract amendment accounts for new service responsibilities and a business reorganization for Abbe Health, which now includes Penn Center, at the MHAC.

Discuss and decide on a contract between Linn County Mental Health Access Center (MHAC) and Unity Point for the period of December 15th through June 30th, 2022. This contract accounts for new service responsibilities for Unity Point at the MHAC.

Discuss and decide on Linn County's state legislative priorities for 2022.

Discuss and decide on the Urban County Coalition's state legislative priorities for 2022.

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.

Board Member Reports

Correspondence

Appointments

1:30
Formal Board Room

Review of proposed Fiscal Year 2023 budget for Risk Management

Review of proposed Fiscal Year 2023 budget for Court Administration

Other budget discussions if necessary.

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.

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☐ **NEW POSITION**

☑ **REPLACEMENT**

REPLACES: Denise VanderSanden

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: HR Coordinator

DEPARTMENT: Human Resources

SHIFT/HOURS: M-F 8:00 a.m. - 5:00 p.m.

VACANCY DATE: 12/28/21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):
Current department budget; salary savings from lower wage to start and retirement of PT HR Analyst.

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☐ YES ☑ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☑ FULL-TIME ☐ PART-TIME ____# of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☑ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Lisa Powell Digitally signed by Lisa Powell Date: 2021.12.07 14:38:25 -06'00' 12/10/21

DEPARTMENT HEAD (original signature required) DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: 24 STARTING SALARY: $25.74 per hour

HR DIRECTOR COMMENTS: FT and higher level needed

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa Powell Digitally signed by Lisa Powell Date: 2021.12.07 14:44:00 -06'00' 12-10-21

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 12/10/21

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS DATE

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF NOVEMBER 2021

FUND	RECEIPTS		DISBURSEMENTS			
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS	PREVIOUS BAL.	GRAND TOTAL
AUTO LICENSE	$ 4,135,761.40		$ 3,760,313.00		$ 3,760,313.00	$ 4,135,761.40
USE TAX	$ 1,928,987.16		$ 2,559,964.35		$ 2,559,964.35	$ 1,928,987.16
SURCHARGE	$ 20,650.00		$ 26,280.00		$ 26,280.00	$ 20,650.00
AMATEUR RADIO	$ 65.00		$ 57.00		$ 57.00	$ 65.00
BLACK OUT	$ 39,476.00		$ 45,428.00		$ 45,428.00	$ 39,476.00
BREAST CANCER	$ 80.00		$ 55.00		$ 55.00	$ 80.00
BRONZE STAR	$ 10.00		$ 40.00		$ 40.00	$ 10.00
CATTLEMAN	$ 175.00		$ 25.00		$ 25.00	$ 175.00
CHOOSE LIFE	$ 30.00		$ 20.00		$ 20.00	$ 30.00
ISU	$ 265.00		$ 228.00		$ 228.00	$ 265.00
U OF I	$ 1,175.00		$ 1,376.00		$ 1,376.00	$ 1,175.00
UNI	$ 75.00		$ 120.00		$ 120.00	$ 75.00
OTHER COLLEGE PL	$ 360.00		$ 345.00		$ 345.00	$ 360.00
PERS PLATE	$ 2,017.00		$ 2,040.00		$ 2,040.00	$ 2,017.00
DECAL	$ 5.00		$ 10.00		$ 10.00	$ 5.00
DUCKS UNLTD	$ 30.00		$ 50.00		$ 50.00	$ 30.00
EDUCATION	$ 10.00		$ 25.00		$ 25.00	$ 10.00
EMS	$ -		$ 25.00		$ 25.00	$ -
EV/PHEV	$ 4,226.64		$ 5,022.33		$ 5,022.33	$ 4,226.64
FALLEN OFFICER	$ 30.00		$ 125.00		$ 125.00	$ 30.00
FIREFIGHTER	$ 100.00		$ 125.00		$ 125.00	$ 100.00
FLY OUR COLORS	$ 335.00		$ 390.00		$ 390.00	$ 335.00
GOD BLESS	$ 95.00		$ 45.00		$ 45.00	$ 95.00
GOLD STAR FAMILY	$ -		$ 5.00		$ 5.00	$ -
HERITAGE	$ -		$ -		$ -	$ -
IOWA AG LITERACY	$ 20.00		$ 15.00		$ 15.00	$ 20.00
LEGION OF MERIT	$ -		$ -		$ -	$ -
LOVE R KIDS	$ 35.00		$ -		$ -	$ 35.00
MCYCLE RIDER	$ -		$ -		$ -	$ -
NAT'L GUARD	$ -		$ 5.00		$ 5.00	$ -
DNR	$ 3,265.00		$ 3,630.00		$ 3,630.00	$ 3,265.00
ORGAN DONOR	$ -		$ 50.00		$ 50.00	$ -
PEARL HARBOR	$ -		$ -		$ -	$ -
POW	$ -		$ -		$ -	$ -
PROFESSIONAL FIRE	$ 20.00		$ 5.00		$ 5.00	$ 20.00

PURPLE HEART	$ 10.00		$ 75.00		$ 75.00	$ 10.00
PWD	$ 30.00		$ 15.00		$ 15.00	$ 30.00
USAF AIRFORCE	$ 20.00		$ 15.00		$ 15.00	$ 20.00
USAF ARMY	$ 135.00		$ 15.00		$ 15.00	$ 135.00
USAF COAST GUARD	$ -		$ -		$ -	$ -
USAF MARINES	$ 30.00		$ -		$ -	$ 30.00
USAF NAVY	$ 35.00		$ 10.00		$ 10.00	$ 35.00
SHARE THE ROAD	$ 60.00		$ 150.00		$ 150.00	$ 60.00
SHRINERS	$ 10.00		$ 5.00		$ 5.00	$ 10.00
SILVER STAR	$ -		$ -		$ -	$ -
VETERANS	$ 320.00		$ 265.00		$ 265.00	$ 320.00
VETS CROSS/MEDAL	$ -		$ -		$ -	$ -
ANATOMICAL FEES	$ 569.62		$ 616.94		$ 616.94	$ 569.62
ADMIN FEES	$ -		$ 15.00		$ 15.00	$ -
MAIL PROCESSING	$ 20,161.00		$ 20,390.00		$ 20,390.00	$ 20,161.00
NSF FEES	$ 334.00		$ 334.00		$ 334.00	$ 334.00
AUTO TRANSFERS					$ (131,000.00)	$ (131,000.00)
TOTAL	$ 6,159,012.82	$ -	$ 6,427,724.62	$ -	$ 6,296,724.62	$ 6,028,012.82

LINN COUNTY TREASURER

Prepared by and return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, Iowa 52302, (319)892-6400

RESOLUTION # _____

APPOINT COUNTY ENGINEERS

WHEREAS: The Linn County Board of Supervisors is required to hire one or more registered Civil Engineers to serve in the capacity of County Engineer, in accordance with Chapter 309 of the Code of Iowa.

WHEREAS: These engineers oversee the operation of the Linn County Secondary Road system which includes establishing and following a budget, approving claims for expenditure of funds, approving payroll, accepting subdivision platted roadways, and administering various programs approved by the Linn County Board of Supervisors, and

WHEREAS: These engineers shall serve for a term not less than three years, and

WHEREAS: This term shall end December 31, 2024, and

WHEREAS: Bradley J. Ketels, P.E. and Garret Reddish, P.E. are qualified to act in the capacity of County Engineer for Linn County, Iowa.

NOW THEREFORE BE IT RESOLVED that the Linn County Board of Supervisors hereby appoint Bradley J. Ketels, P.E., County Engineer and Garret Reddish, P.E., Assistant County Engineer, to serve in the capacity of Linn County Engineer and perform all duties of the Linn County Engineer.

Moved by Supervisor _____, Seconded by Supervisor _____ that the above resolution be adopted this ____ day of _____, 20 _____ by a vote of ___ aye ___ nay and ___ abstain.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____
Chairperson

_____
Vice Chairperson

_____
Supervisor

ATTEST:

_____
Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Rozum Family Homestead Addition (Case # JPS21-0020) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SWSE 34-82-06 of Section 34, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 82 NORTH, RANGE 6 WEST OF THE 5TH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA; THENCE N89°10'43"E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34, A DISTANCE OF 856.70 FEET TO THE POINT OF BEGINNING; THENCE N04°11'00"W, 97.90 FEET; THENCE N85°49'00"E, 16.75 FEET; THENCE N04°11'00"W, 764.00 FEET; THENCE N32°00'00"W, 92.35 FEET; THENCE N53°00'00"W`, 105.33 FEET; THENCE S89°10'43"W, 125.00 FEET; THENCE N21°44'15"W, 299.48 FEET; THENCE N89°10'43"E, 262.26 FEET; THENCE S00°49'17"E, 240.00 FEET; THENCE S53°00'00"E, 115.00 FEET; THENCE S32°00'00"E, 71.14 FEET; THENCE S04°11'00"E, 814.29 FEET; THENCE N85°49'00"E, 19.25 FEET; THENCE S04°11'00"E, 101.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER OF SECTION 34; THENCE S89°10'43"W, ALONG SAID SOUTH LINE, 66.11 FEET TO THE POINT OF BEGINNING, CONTAINING 2.24 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 18, 2021 as last amended on September 20, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed.
2. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Submit erosion and sediment control plan for review and acceptance.

3. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and approved by the NRCS office prior to plat approval.
4. The presence of wet soils indicates a need for subsurface drainage. Existing drains need to be shown on site plan or arrangement for new subsurface drainage is needed; if applicable, along with a Shared Tile Agreement.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Twelve original signed plat drawings
   (xii) A covenant for a secondary road assessment
7. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 20, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **December 15, 2022** to be valid.

Passed and approved this 15th day of December, 2021

Linn County Board of Supervisors

_____
Chair

_____
Vice Chair

_____
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

_____
Joel Miller, Linn County Auditor

Linn County Engineer

_____
Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board of Supervisors, the foregoing resolution was duly adopted by a vote of:

___ Aye ___ Nay ___ Abstain ___ Absent

_____
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2021.

_____
Notary Public State of Iowa

F026 (181013) 2-02

Contract 037539

Voucher No. 7

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C057(150)--55-57
HMA Resurfacing
LINN COUNTY ENGINEER

PAGE

DATE LAST VOUCHER 12 -03 -21 (MO. DAY YR.)

THIS VOUCHER - - (MO. DAY YR.)

FINAL

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	14.0	25.0	3.000

Contractor No. 34925 L L PELLING CO INC NORTH LIBERTY, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0010	1557.000	1882.000	Ton	410	Compl. Last Voucher	000	1492590	000	000
	GRANULAR SHLD, TYPE B				TOTAL TO DATE				
0020	339.000	459.000	Cubic Yd	441	Compl. Last Voucher	000	403000	000	000
	EXCAVATION, CL 13, WIDEN				TOTAL TO DATE				
0030	3217.000	4461.444	Sq Yard	441	Compl. Last Voucher	000	4482000	000	000
	BASE WIDENING, 3" HMA				TOTAL TO DATE				
0040	15388.000	19121.333	Sq Yard	441	Compl. Last Voucher	000	20266000	000	000
	PAV'T, SCARIFICATION				TOTAL TO DATE				
0050	940.000	1175.000	Ton	442	Compl. Last Voucher	000	848000	000	000
	HMA INTERLAYER BASE, 3/8"				TOTAL TO DATE				
0060	1772.000	2237.000	Ton	442	Compl. Last Voucher	000	1720000	000	000
	HMA ST BASE, 1/2"				TOTAL TO DATE				
0070	1853.000	2333.000	Ton	442	Compl. Last Voucher	000	2586000	000	000
	HMA ST SURF, 1/2", NO FRIC				TOTAL TO DATE				
0080	217.500	274.200	Ton	442	Compl. Last Voucher	000	242530	000	000
	ASPH BINDER, PG 58-28S				TOTAL TO DATE				
0090	72.800	91.000	Ton	442	Compl. Last Voucher	000	68690	000	000
	ASPH BINDER, PG 58-34E				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____
DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 037539

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C057(150)--55-57
HMA Resurfacing
LINN COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 12 -03 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	14.0	25.0	3.000

Contractor No. 34925 L L PELLING CO INC NORTH LIBERTY, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
0100	1000.000	1100.000	Lump Sum	442	Compl. Last Voucher	000	1000000	000	000
	HMA PAV'T SAMPLE				TOTAL TO DATE				
0110	2282.000	2872.000	Each	442	Compl. Last Voucher	000	2153000	000	000
	PAY ADJ I/D-HMA MIXTURE LABORATORY VOIDS				TOTAL TO DATE				
0120	2282.000	2872.000	Each	442	Compl. Last Voucher	000	2153000	000	000
	PAY ADJ I/D-HMA MIXTURE FIELD VOIDS				TOTAL TO DATE				
0130	200.000	200.000	Sq Yard	410	Compl. Last Voucher	000	481000	000	000
	RMVL OF PAV'T				TOTAL TO DATE				
0140	183.850	223.850	Station	442	Compl. Last Voucher	000	266240	000	000
	PAINTED PAV'T MARK, DURABLE				TOTAL TO DATE				
0150	9500.000	10450.000	Lump Sum	401	Compl. Last Voucher	000	10450000	000	000
	TRAFFIC CONTROL				TOTAL TO DATE				
0160	32.000	42.000	Each	401	Compl. Last Voucher	000	40000	000	000
	FLAGGER				TOTAL TO DATE				
0170	8.000	9.000	Each	401	Compl. Last Voucher	000	7000	000	000
	PILOT CAR				TOTAL TO DATE				
0180	32625.000	35887.500	Lump Sum	401	Compl. Last Voucher	000	35887500	000	000
	MOBILIZATION				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.
☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____
DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 037539

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C057(150)--55-57
HMA Resurfacing
LINN COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 12 -03 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
14.0	25.0		3.000

Contractor No. 34925 L L PELLING CO INC NORTH LIBERTY, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
7001	325.000	325.000	Ton	410	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0010				TOTAL TO DATE				
	GRANULAR SHLD, TYPE B								
7002	120.000	120.000	Cubic Yd	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0020				TOTAL TO DATE				
	EXCAVATION, CL 13, WIDEN								
7003	1244.444	1244.444	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0030				TOTAL TO DATE				
	BASE WIDENING, 3" HMA								
7004	3733.333	3733.333	Sq Yard	441	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0040				TOTAL TO DATE				
	PAV'T, SCARIFICATION								
7005	235.000	235.000	Ton	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0050				TOTAL TO DATE				
	HMA INTERLAYER BASE, 3/8"								
7006	465.000	465.000	Ton	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0060				TOTAL TO DATE				
	HMA ST BASE, 1/2"								
7007	480.000	480.000	Ton	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0070				TOTAL TO DATE				
	HMA ST SURF, 1/2", NO FRIC								
7008	56.700	56.700	Ton	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0080				TOTAL TO DATE				
	ASPH BINDER, PG 58-28S								
7009	18.200	18.200	Ton	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0090				TOTAL TO DATE				
	ASPH BINDER, PG 58-34E								

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____
DATE SIGNED CLAIMANT (CONTRACTOR)

Contract 037539

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C057(150)--55-57
HMA Resurfacing
LINN COUNTY ENGINEER

Voucher No. 7

DATE LAST VOUCHER 12 -03 -21 (MO. DAY YR.) THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED			RET. %
TO DATE	LAST VOUCH.	AUTH.	
	14.0	25.0	3.000

Contractor No. 34925 L L PELLING CO INC NORTH LIBERTY, IA

ITEM NO.	QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	ITEM DESCRIPTION								
7010	100.000	100.000	Lump Sum	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0100				TOTAL TO DATE				
	HMA PAV'T SAMPLE								
7011	590.000	590.000	Each	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0110				TOTAL TO DATE				
	PAY ADJ I/D-HMA MIXTURE LABORATORY VOI								
7012	590.000	590.000	Each	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0120				TOTAL TO DATE				
	PAY ADJ I/D-HMA MIXTURE FIELD VOIDS								
7013	40.000	40.000	Station	442	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0140				TOTAL TO DATE				
	PAINTED PAV'T MARK, DURABLE								
7014	950.000	950.000	Lump Sum	401	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0150				TOTAL TO DATE				
	TRAFFIC CONTROL								
7015	10.000	10.000	Each	401	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0160				TOTAL TO DATE				
	FLAGGER								
7018	1.000	1.000	Each	401	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0170				TOTAL TO DATE				
	PILOT CAR								
7019	3262.500	3262.500	Lump Sum	401	Compl. Last Voucher	000	000	000	000
	APPLIES TO ITEM 0180				TOTAL TO DATE				
	MOBILIZATION								
8001	1.000	1.000		401	Compl. Last Voucher	000	1000	000	000
	6100-2528035 EWO TRAFFIC CONTROL				TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. _____
DATE PROJECT ENGINEER CERTIFICATION

2. _____
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. _____
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, _____ the _____

for _____ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

_____
DATE SIGNED CLAIMANT (CONTRACTOR)

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

F026 (181013) 2-02

Contract 037539

Voucher No. 7

Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C057(150)--55-57
HMA Resurfacing
LINN COUNTY ENGINEER

DATE LAST VOUCHER 12-03-21 (MO. DAY YR.)   THIS VOUCHER - - (MO. DAY YR.)

DAYS WORKED TO DATE	LAST VOUCH.	AUTH.	RET. %
	14.0	25.0	3.000

Contractor No. 34925 L L PELLING CO INC NORTH LIBERTY, IA

ITEM NO.	QUANTITY AWARDED / ITEM DESCRIPTION	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.		RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
8002	1.000	1.000		401	Compl. Last Voucher	000	1000	000	000
	6100-2533010 EWO MOBILIZATION ADDITIONA L				TOTAL TO DATE				
8999	1.000	1.000	Lump Sum	401	Compl. Last Voucher	000	000	000	000
	STOCKPILED MATERIALS				TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				
					Compl. Last Voucher				
					TOTAL TO DATE				

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. ______________________
DATE PROJECT ENGINEER CERTIFICATION

2. ______________________
DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

☐ IDOT is not involved in this Farm to Market project.

3. ______________________
DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

☐ Project records reviewed. Project approved for payment.

☐ Project records not reviewed. Recommend payment based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)

I, ______________________ the ______________________

for ______________________ (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

____
DATE SIGNED CLAIMANT (CONTRACTOR)

Fifth Amendment to the Community Partnership for Protecting Children (CPPC) Contract

This Amendment to Contract Number DCAT4-19-066 is effective as of January 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $117,375.00 for the entire term of the Contract.

Revision 2. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

Payment Table

Contract Duration	Amount Not to Exceed
07/01/21 - 06/30/22	**$18,875.00**
07/01/22 - 06/30/23	**$20,000.00**
07/01/23 - 06/30/24	**$20,000.00**

Note: continued payment for any contract extension years is contingent upon extension of the Contract.

Revision 3. Section 1.3.4.2, Payment Methodology, is deleted and replaced as follows:
The Contractor will be paid for the services described in the Scope of Work Section, a fee not to exceed $18,875.00 for the current contract term.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:
a) Meet 5 or more performance measures = 100% of actual expenses.
b) Meet 4 performance measures = 90% of actual expenses.
c) Meet less than 4 performance measures = 50% of actual expenses.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are

hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Stacey Walker		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Manager	

PUBLIC BIDDER TAX SALE CERTIFICATE ABATEMENT AGREEMENT

COME NOW, City of Cedar Rapids and Linn County, Iowa, and enter into an agreement for settlement of Public Bidder Tax Sale Certificate PB 88-2010, as follows:

WHEREAS, Linn County, Iowa holds Public Bidder Tax Sale Certificate PB 88-2010 on property located at 1323 Ellis Blvd NW, Cedar Rapids, IA 52405 Parcel #142018700700000, and legally described as"

The North 33 1/3 feet of Lot 14, Block 59 in O. N. Hull's 6th Addition to Cedar Rapids

And

WHEREAS, the property was flooded in 2008 and has not been rehabilitated and is in need of demolition, and

WHEREAS, the redemption value of the above Public Bidder Tax Sale Certificate as of 12/13/2021 is $11,208.00.

WHEREAS, pursuant to Section 446.31, Code of Iowa, the Linn County Board of Supervisors is authorized to compromise and assign public bidder tax sale certificates to municipalities; and

WHEREAS, City of Cedar Rapids desires to obtain the above-described real property to promote redevelopment of this and adjacent City-owned parcels.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

1. Linn County, Iowa will assign Public Bidder Tax Sale Certificate PB 88-2010 to the City of Cedar Rapids, Iowa, at no cost, on the above described real estate.

CITY OF CEDAR RAPIDS, IOWA

By:_____ Date: _____

Jeff Pomeranz, City Manager

LINN COUNTY, IOWA

By: _____ Date:_____

Stacey Walker, Chairperson, Linn County Board of Supervisors

Prepared by Jessie Black
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY AMENDING PROVISIONS IN CHAPTER 107

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. SEE ATTACHMENT A

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are 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. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 6th day of December, 2021

Second consideration on the 8th day of December, 2021

Third and final passage on the 15th day of December, 2021

Published in the Gazette on the _____ day of December, 2021

LINN COUNTY BOARD OF SUPERVISORS

_____
Chairperson

_____
Supervisor

_____
Supervisor

ATTEST:

_____
Joel D. Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2021 and published as provided by law on _____, 2021.

_____
Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2021.

_____
Notary Public, State of Iowa

ATTACHMENT A

Text that is being deleted is shown as ~~strikethrough~~; new or replacement language will be displayed as underlined text.

PROPOSED AMENDMENTS:

ARTICLE IV, DEVELOPMENT REVIEW PROCESSES AND REQUIREMENTS, SECTION 107-72 LAND DIVISION PROCESSES AND REQUIREMENTS:

1. **Subsection (2)(f)(11):**

    11. *Final plat filing requirements*. ~~Four~~ Two copies of the final plat, together with copies of forms and certificates as specified in subsection (2)g of this section, shall be submitted to the planning and development department in bound form~~, together with an additional two unbound copies of the final plat~~.

2. **Subsection (2)(g)(1):**

    1. *Filing document requirements*. Required filings with the county recorder shall include all of the following documents:

        (i) Owner's certificate and dedication certificate executed in the form provided by state law, dedicating to the county the title to all property intended for public use, including public roads.

        (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located.

        (iii) Surveyor's certificate.

        (iv) Auditor's certificate.

        (v) Resolution of the planning and zoning commission.

        (vi) Resolution of the board of supervisors.

        (vii) Resolution of approval or waiver of review by applicable municipalities.

        (viii) Treasurer's certificate.

        (ix) Agricultural land use notification.

        (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument.

        (xi) ~~Twelve~~ Ten original signed plat drawings.

        (xii) Covenant for a secondary road assessment.

3. **Subsection (4)(b)(4):**

    (4) *Residential parcel split.*

4. If the remaining land is less than 35 net acres or does not otherwise meet zoning requirements, the remaining land shall be included in the minor subdivision for the residential parcel split and shall be noted as follows: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed."

4. **Subsection (5):**

(5) *Minor boundary change.*

a. *Purpose*. The purpose of this subsection is to prescribe uniform procedures for review of an adjustment to a common boundary between no more than two adjacent parcels or tracts of land.

b. *Conditions*.

1. A minor boundary change shall not create any additional parcels or tracts, and shall not result in the creation of any additional buildable parcels or tracts. A parcel or tract is considered non-buildable if it cannot comply with the provisions of this chapter, including but not limited to the provisions for nonconforming lots and legal lots of record in section 107-49.

2. No new violations of this chapter shall be created by the action.

3. Such division of land shall not be in conflict with any other state or lawful municipal regulations regarding division of land.

4. The plat of survey parcel(s) shall be considered non-buildable until such time as it comes into compliance with this chapter, and a note shall be filed on the plat of survey indicating this.

c. Application. An application for a minor boundary change shall be submitted on a form as established by the zoning administrator, along with an application filing fee as established by the board of supervisors. In addition, all of the following shall be submitted with the application and required fee:

1. A review copy of the plat of survey, including the plat of survey number, describing the areas to be conveyed between the adjacent property owners;

~~2. Deed restrictions combining any areas conveyed to the receiving parcel or tract;~~

~~3~~2. Any proposed or required easement agreement;

4~~3~~. An accompanying sketch plan that demonstrates all site and structure requirements for the zoning district in which the parcels of land are located can be maintained.

d. *Review and approval*. Review of applications for minor boundary changes shall be by the zoning administrator or designee, who shall notify the surveyor of approval or of any required changes. The auditor's office shall receive a copy of the notification.

e. *Recording of plat of survey*. The surveyor shall submit the plat of survey to the auditor's office following the zoning administrator's review, along with the required fees and documentation established by that office. The plat of survey shall be recorded in accordance with the provisions set forth in I.C.A. § 355.10.

f. *Recording of ~~deed restrictions or~~ easement agreements*. Upon notification that the plat of survey has been recorded, the planning and development department shall record any ~~deed restriction or~~ easement agreement submitted with the application.

g. *Not subject to MLS or LESA requirements*. Minor boundary changes are not subject to the minimum levels of service requirements in section 107-69; nor are they subject to the land evaluation and site assessment requirements of section 107-70.

5. **Subsection (8)(b)(5):**

(8) *Land preservation parcel split.*

5. The deed restriction attached to the land preservation parcel shall be recorded with the plat. The deed restriction will describe the limitations for future development of the land preservation parcel and will include, at a minimum, the following provisions:

(i) Other than as stipulated below, no new principal, conditional or accessory uses (including farm dwelling) shall be permitted on the land preservation parcel under the terms of the deed restriction as long as the restriction remains in place.

(ii) Subject to applicable zoning and building permit requirements, the deed restriction shall allow, on the land preservation parcel, the construction, reconstruction, alteration, or enlargement of accessory buildings or structures (such as agricultural buildings) associated with the use of the land preservation parcel.

(iii) If, in the future, the land preservation parcel subject to the deed restriction meets the county's development requirements in effect at the time development is proposed, the deed restriction may be removed through approval of such proposed development through appropriate platting and zoning applications, including the recordation of a document affirming that the conditions for development approval have been met and the restrictions no longer have force and effect.

~~(iv) The deed restriction shall automatically "sunset" upon the completion of annexation of the land preservation parcel into an incorporated city. Annexation shall be completed when all annexation documents have been recorded in the office of the county recorder.~~

IOWA OPIOID ALLOCATION
MEMORANDUM OF UNDERSTANDING

A. Definitions

As used in this Memorandum of Understanding ("MOU" or "Agreement"):

1. "Local Government" shall mean all Iowa Counties (regardless of population) and cities, villages, and towns located within the geographic boundaries of the State of Iowa with a population exceeding 10,000.[1]

2. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU, including amounts obtained under Sections IV and V of the Distributor Master Settlement Agreement and Sections V and VI of the J&J Master Settlement Agreement. Separate amounts allocated to the State as restitution pursuant to Sections IX of the Distributor Master Settlement Agreement and Sections X of the J&J Master Settlement Agreement and amounts for reimbursement of attorneys' fees and costs as set forth in Sections X of the Distributor Master Settlement Agreement and Section XI of the J&J Master Settlement Agreement and from similar state specific or private attorneys' fees funds created by other Settlements are not "Opioid Funds." For avoidance of doubt, payments to the Iowa Backstop Fund will be paid out of Opioid Funds as more specifically set forth in Section D of this MOU.

3. "Opioid Related Expenditure" shall mean an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at https://nationalopioidsettlement.com/ and attached hereto as Exhibit 1.

4. "Parties" shall mean the State of Iowa and Participating Local Governments.

5. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.

6. "Participating Local Government" is any Local Government that agrees to be bound by a Settlement by Participation Agreement necessary to effectuate that Settlement or other similar document.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been

[1] The population figures contained in this MOU shall be derived from the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020 as set for in the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement.

jointly entered into by the Parties. For avoidance of doubt, a Settlement shall not include (i) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that is unrelated to the claims at issue in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio or (ii) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that requires the Parties to allocate settlement proceeds in a specific manner or using specified allocation percentages inconsistent with this MOU

8. "Master Settlement Agreement" shall mean the agreements documenting a Settlement. For the purposes of this MOU the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at https://nationalopioidsettlement.com/ are Master Settlement Agreements under the meaning of this MOU.

9. "State" shall mean the State of Iowa.

B. Allocation of the Opioid Settlement Proceeds

1. Opioid Funds shall be allocated as follows: (i) 50% to the Iowa Abatement Fund ("Iowa Abatement Share") and (ii) 50% to Participating Local Governments, less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D ("LG Abatement Share").

2. The Participating Local Governments may elect to use a Settlement Administrator ("Settlement Administrator") to receive and distribute Opioid Funds allocated to the LG Abatement Share pursuant to this MOU.

3. Opioid Funds shall not be considered funds of the Iowa Abatement Fund or any Local Government unless and until such time as an allocation is made to the Iowa Abatement Fund or any Participating Local Government pursuant to this Section.

4. The LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the National Negotiation Class Formula, in the amounts set forth on Exhibit 2 ("Direct Distribution Amount").

5. A County may elect to forego its Direct Distribution Amount by notifying the Settlement Administrator in writing of its decision. If a County makes an election to forego its Direct Distribution Amount, that amount reverts to the LG Abatement Share unless the County specifically designates that its share should revert to the Iowa Abatement Share.

6. Except as provided herein, nothing shall prohibit a County from sub-allocating any portion of its Direct Distribution Amount to the Iowa Abatement Fund or to a City that is a Participating Local Government within its jurisdiction provided, however, that the Iowa Abatement Fund or City must expend any such sub-allocation only on an Opioid Related Expenditure.

7. If a County sub-allocates Opioid Funds to a City within its jurisdiction, such suballocation shall be made according to an agreement between the County and the City requiring the use of the suballocated funds for an Opioid Related Expenditure and further providing that a use of funds inconsistent with an Opioid Related Expenditure shall make the funds subject to recoupment and otherwise disqualify the City from a future sub-allocation.

8. Except as provided herein, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU . The Parties agree that at least 75% of the Iowa Abatement Share and the LG Abatement Share shall be utilized for only the "Core Strategies" listed in Schedule A of Exhibit 1 to this MOU.

9. The Parties may use up to 2.5% of the Iowa Abatement Share and the LG Abatement Share for administrative costs for Opioid Related Expenditures.

C. Compliance Reporting and Accountability

1. Every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity's Direct Distribution Amount, called the "LG Abatement Fund." Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

2. Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

3. Each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

4. Reporting

    a. Each Participating Local Government that receives a Direct Distribution Amount must prepare and file a public annual report describing the expenditure of its Direct Distribution Amount. The report shall include, though is not limited to, a

narrative description of the funded programs; the dollar amount provided; and progress and/or outcomes of funded programs. Participating Local Governments may work together to prepare and file joint reports if they so choose.

b. A Participating Local Government taking a suballocation of some amount of its Direct Distribution Amount pursuant to Section B(7) is responsible for including the expenditure of those funds and outcomes from those expenditures in the annual report required by Section C(4)(a), above.

c. The State may utilize the reports in order to report to the public on the use and effectiveness of the Opioid Funds in addressing the opioid crisis in Iowa.

5. Two or more Participating Local Governments may combine their respective Direct Distribution Amounts.

6. Nothing shall prohibit Participating Local Governments from acting alone or together pursuant to Paragraph 5 or from entering into an agreement(s) relating to the securitization of Opioid Funds (and any allocation thereof) that are scheduled under a Settlement to be paid at a future date.

7. Pursuant to Section B of this MOU the Iowa Abatement Fund and all Participating Local Governments shall use 100% of the Iowa Abatement Share and the LG Abatement Share for Opioid Related Expenditures.

D. Payment of Counsel and Opioid Litigation Expenses

1. Sixty-six of the Participating Local Governments ("Litigating Local Governments") have contracted with outside counsel ("Counsel") for representation in litigation against certain Pharmaceutical Supply Chain Participants and Counsel has been representing some of those entities since 2018. The Litigating Local Governments are set forth on Exhibit 2. In consideration for Counsel's representation, each of the Litigating Local Governments entered into a contract with its Counsel for a 25% contingency fee applied to each Litigating Local Government's recovery.

2. The Distributor Master Settlement Agreement and the J&J Master Settlement Agreement provide for the payment of attorneys' fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for litigation against the Defendants in those agreements. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "National Attorney Fee Fund").

3. Counsel for the Litigating Local Governments intends to make application to the National Attorney Fee Fund. Because there is still uncertainty regarding what Counsel will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Litigating Local Governments desire

to fairly compensate Counsel for the work done on behalf of Litigating Local Governments, the Parties agree that the Participating Local Governments will create an Iowa attorneys' fees and costs fund (the "Iowa Backstop Fund") to compensate Counsel only in the event Counsel does not recover from the National Attorney Fee Fund an amount equal to 15 % of the LG Abatement Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government suballocates to one or more Cities within its jurisdiction ("Net Direct Distribution Amount"). For the avoidance of doubt, collectively, Counsel are limited to being paid, at most, and assuming adequate funds are available under the National Attorney Fee Fund and the Iowa Backstop Fund, attorneys' fees totaling fifteen percent (15%) of the total Net Direct Distribution Amount for all Litigating Local Governments.

4. Counsel must first seek recovery at the National Attorney Fee Fund before applying to the Iowa Backstop Fund and may not recover from the Iowa Backstop Fund any amounts recovered at the National Attorney Fee Fund.

5. Counsel can seek payment from the Iowa Backstop Fund only for the difference between what they have collected from the National Attorney Fee Fund and the amount to which they are entitled under Paragraph D(3), above.

6. If Counsel receives fees/costs for common benefit work from the National Attorney Fee Fund, when determining "amounts recovered" for purposes of this Section D, those fees/costs received from the National Attorney Fee Fund for common benefit work will be allocated proportionately across all of their local governmental clients based on the Negotiation Class Model to allocate the appropriate portion to Iowa Litigating Local Governments.

7. The Iowa Backstop Fund shall be funded as follows: from the Opioid Funds Allocated to Participating Local Governments pursuant to this MOU, the Settlement Administrator shall deposit in the Iowa Backstop Fund an amount equal to 15% of the total Net Direct Distribution Amount for all Litigating Local Governments and distribute the remainder of the funds allocated to Participating Local Governments as set forth in Section B above. No funds from the Iowa Abatement Share shall be used to pay attorneys' fees and no funds from the Iowa Abatement Share shall be paid to the Iowa Backstop Fund.

8. Any funds remaining in the Iowa Backstop Fund in excess of the amounts needed to cover the deficiency in attorneys' fees as provided in this Section shall revert back to the LG Abatement Share and shall be allocated to the Participating Local Governments as provided in Section B.

9. The Settlement Administrator shall be responsible for receiving requests for and allocating payments to Counsel from the Iowa Backstop Fund. Counsel seeking payment from the Iowa Backstop Fund shall provide all documents and information required and/or sought by the Settlement Administrator.

10. The Settlement Administrator is authorized to provide information regarding requests for and payment from the Iowa Backstop Fund to the Attorney General, upon request.

11. The Iowa Backstop Fund will not be funded by proceeds from any resolution in the matter of *In re Purdue Pharma L.P., et. al.,* Docket No. 19-23649 in the Bankruptcy Court for the Southern District of New York.

E. Minimum Participation

1. This Agreement shall become effective at the time when Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000 people sign this MOU ("MOU Effective Date").

2. For avoidance of doubt, a list of the Litigating Local Governments and eligible Primary Subdivisions with a population over 30,000 people whose participation is required to achieve the MOU Effective Dates as set forth above is attached hereto as Exhibit 3.

F. Other Terms

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least 51% of the Participating Local Governments.

2. This Agreement shall be governed by and construed under the laws of the State of Iowa using Iowa law. Any action related to the provisions of this Agreement, except as otherwise provided in the Master Settlement Agreements or Future Resolutions, must be adjudicated by the Iowa state courts of Polk County in the State of Iowa.

3. This Agreement does not supersede or alter the terms of the Master Settlement Agreements except to the extent those terms allow for a State-Subdivision Agreement to do so.

4. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.

6. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary.

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF IOWA:

_____ Date: _____
Attorney General Thomas J. Miller

ON BEHALF OF THE LOCAL GOVERNMENTS:

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Adair County
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Exhibit 1

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Exhibit 2 - Direct Distribution Percentages

	99	66	100%
Local Government	**County**	**Litigating Entity**	**% of LG bucket**
Adair County	Adair	Yes	0.256%
Adams County	Adams	Yes	0.112%
Allamakee County	Allamakee	Yes	0.446%
Appanoose County	Appanoose	Yes	0.532%
Audubon County	Audubon	Yes	0.121%
Benton County	Benton	Yes	0.519%
Black Hawk County	Black Hawk	Yes	3.342%
Boone County	Boone		0.823%
Bremer County	Bremer	Yes	0.731%
Buchanan County	Buchanan	Yes	0.377%
Buena Vista County	Buena Vista	Yes	0.327%
Butler County	Butler		0.271%
Calhoun County	Calhoun	Yes	0.189%
Carroll County	Carroll	Yes	0.603%
Cass County	Cass		0.336%
Cedar County	Cedar	Yes	0.366%
Cerro Gordo County	Cerro Gordo	Yes	1.630%
Cherokee County	Cherokee	Yes	0.238%
Chickasaw County	Chickasaw	Yes	0.243%
Clarke County	Clarke		0.305%
Clay County	Clay	Yes	0.296%
Clayton County	Clayton	Yes	0.457%
Clinton County	Clinton	Yes	1.459%
Crawford County	Crawford		0.331%
Dallas County	Dallas	Yes	1.478%
Davis County	Davis		0.154%

Decatur County	Decatur		0.253%
Delaware County	Delaware	Yes	0.302%
Des Moines County	Des Moines	Yes	1.568%
Dickinson County	Dickinson		0.332%
Dubuque County	Dubuque		2.745%
Emmet County	Emmet	Yes	0.175%
Fayette County	Fayette	Yes	0.528%
Floyd County	Floyd		0.329%
Franklin County	Franklin		0.211%
Fremont County	Fremont	Yes	0.205%
Greene County	Greene		0.358%
Grundy County	Grundy		0.323%
Guthrie County	Guthrie		0.231%
Hamilton County	Hamilton	Yes	0.350%
Hancock County	Hancock	Yes	0.190%
Hardin County	Hardin	Yes	0.449%
Harrison County	Harrison	Yes	0.618%
Henry County	Henry	Yes	0.445%
Howard County	Howard	Yes	0.171%
Humboldt County	Humboldt	Yes	0.193%
Ida County	Ida	Yes	0.168%
Iowa County	Iowa		0.266%
Jackson County	Jackson		0.549%
Jasper County	Jasper	Yes	1.678%
Jefferson County	Jefferson		0.573%
Johnson County	Johnson	Yes	3.822%
Jones County	Jones	Yes	0.388%
Keokuk County	Keokuk	Yes	0.198%
Kossuth County	Kossuth		0.348%
Lee County	Lee	Yes	1.459%
Linn County	Linn		7.329%
Louisa County	Louisa		0.336%

Lucas County	Lucas		0.330%
Lyon County	Lyon	Yes	0.162%
Madison County	Madison	Yes	0.403%
Mahaska County	Mahaska	Yes	0.716%
Marion County	Marion	Yes	1.179%
Marshall County	Marshall		1.036%
Mills County	Mills	Yes	0.495%
Mitchell County	Mitchell	Yes	0.190%
Monona County	Monona		0.446%
Monroe County	Monroe	Yes	0.216%
Montgomery County	Montgomery	Yes	0.531%
Muscatine County	Muscatine	Yes	1.061%
O Brien County	O Brien	Yes	0.235%
Osceola County	Osceola	Yes	0.145%
Page County	Page		0.582%
Palo Alto County	Palo Alto		0.167%
Plymouth County	Plymouth	Yes	0.445%
Pocahontas County	Pocahontas	Yes	0.117%
Polk County	Polk	Yes	22.811%
Pottawattamie County	Pottawattamie	Yes	3.615%
Poweshiek County	Poweshiek	Yes	0.475%
Ringgold County	Ringgold		0.120%
Sac County	Sac	Yes	0.220%
Scott County	Scott	Yes	8.861%
Shelby County	Shelby	Yes	0.286%
Sioux County	Sioux	Yes	0.410%
Story County	Story		2.166%
Tama County	Tama	Yes	0.345%
Taylor County	Taylor	Yes	0.178%
Union County	Union	Yes	0.463%
Van Buren County	Van Buren		0.153%
Wapello County	Wapello		1.003%

Warren County	Warren		1.332%
Washington County	Washington		0.554%
Wayne County	Wayne		0.244%
Webster County	Webster	Yes	1.596%
Winnebago County	Winnebago	Yes	0.234%
Winneshiek County	Winneshiek	Yes	0.367%
Woodbury County	Woodbury		2.566%
Worth County	Worth	Yes	0.235%
Wright County	Wright	Yes	0.281%

Exhibit 3

Litigating Subdivisions		
Subdivision	**Population**	**Percentage of Litigating Subdivision Population**
Adair	7,152	0.329%
Adams	3,602	0.166%
Allamakee	13,687	0.630%
Appanoose	12,426	0.572%
Audubon	5,496	0.253%
Benton	25,645	1.181%
Black Hawk	131,228	6.041%
Bremer	25,062	1.154%
Buchanan	21,175	0.975%
Buena Vista	19,620	0.903%
Calhoun	9,668	0.445%
Carroll	20,165	0.928%
Cedar	18,627	0.857%
Cerro Gordo	42,450	1.954%
Cherokee	11,235	0.517%
Chickasaw	11,933	0.549%
Clay	16,016	0.737%
Clayton	17,549	0.808%
Clinton	46,429	2.137%
Dallas	93,453	4.302%
Delaware	17,011	0.783%
Des Moines	38,967	1.794%
Emmett	9,208	0.424%
Fayette	19,650	0.905%
Fremont	6,960	0.320%
Hamilton	14,773	0.680%
Hancock	10,630	0.489%
Hardin	16,846	0.775%
Harrison	14,049	0.647%
Henry	19,954	0.919%
Howard	9,158	0.422%
Humboldt	9,558	0.440%
Ida	6,860	0.316%
Jasper	37,185	1.712%
Johnson	151,140	6.957%
Jones	20,681	0.952%
Keokuk	10,246	0.472%
Lee	33,657	1.549%
Lyon	11,755	0.541%
Madison	16,338	0.752%
Mahaska	22,095	1.017%
Marion	33,253	1.531%

Mills	15,109	0.696%
Mitchell	10,586	0.487%
Monroe	7,707	0.355%
Montgomery	9,917	0.457%
Muscatine	42,664	1.964%
O'Brien	13,753	0.633%
Osceola	5,958	0.274%
Plymouth	25,177	1.159%
Pocahontas	6,619	0.305%
Polk	490,161	22.564%
Pottawattamie	93,206	4.291%
Powesheik	18,504	0.852%
Sac	9,721	0.447%
Scott	172,943	7.961%
Shelby	11,454	0.527%
Sioux	34,855	1.604%
Tama	16,854	0.776%
Taylor	6,121	0.282%
Union	12,241	0.563%
Webster	35,904	1.653%
Winnebago	10,354	0.477%
Winneshiek	19,991	0.920%
Worth	7,381	0.340%
Wright	12,562	0.578%
TOTAL	**2,172,334**	**100%**
95% of Total	**2,063,717.30**	**95%**

Primary Subdivisions Over 30,000 Population		
Subdivision	**Population**	**Percentage of Primary Subdivision Over 30,000 Population**
Ames City	66,258	2.02%
Ankeny City	67,355	2.05%
Bettendorf City	36,543	1.11%
Black Hawk	131,228	3.99%
Cedar Falls City	40,536	1.23%
Cedar Rapids City	133,562	4.07%
Cerro Gordo	42,450	1.29%
Clinton	46,429	1.41%
Council Bluffs City	62,166	1.89%
Dallas	93,453	2.84%
Davenport City	101,590	3.09%
Des Moines	214,237	6.52%
Des Moines City	38,967	1.19%
Dubuque City	57,882	1.76%
Dubuque County	97,311	2.96%
Iowa City	75,130	2.29%

Jasper	37,185	1.13%
Johnson	151,140	4.60%
Lee	33,657	1.02%
Linn County	226,706	6.90%
Marion	40,359	1.23%
Marion City	33,253	1.01%
Marshall County	39,369	1.20%
Muscatine	42,664	1.30%
Polk	490,161	14.92%
Pottawattamie	93,206	2.84%
Scott	172,943	5.26%
Sioux	82,651	2.52%
Sioux City	34,855	1.06%
Story County	97,117	2.96%
Urbandale City	44,379	1.35%
Wapello County	34,969	1.06%
Warren County	51,466	1.57%
Waterloo City	67,328	2.05%
Webster	35,904	1.09%
West Des Moines City	67,899	2.07%
Woodbury County	103,107	3.14%
TOTAL	**3,285,415**	**100%**
80% of Total	**2,628,332**	**80%**

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.

10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.

3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.

7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

   > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

NOTICE OF INTENT TO APPOINT
TO FILL LINN COUNTY ATTORNEY VACANCY

WHEREAS, Linn County Attorney Jerry Vander Sanden has submitted his resignation from the office of Linn County Attorney to be effective December 31, 2021, and

WHEREAS, the Linn County Board of Supervisors has met, as authorized pursuant to Section 69.8(3), Code of Iowa, to fill the Linn County Attorney vacancy, and

WHEREAS, the Linn County Board of Supervisors has, pursuant to Section 69.14A(2)(a), Code of Iowa, approved a motion to fill the Linn County Attorney vacancy through appointment and authorized publication of notice of intent to fill said vacancy by appointment.

THEREFORE, notice is hereby given pursuant to Section 69.14A(2)(a)(1), Code of Iowa, that the Linn County Board of Supervisors shall meet on **January 4, 2022, at 11 o'clock a.m.** at the Linn County Jean Oxley Public Service Center, 935 – 2nd Street SW, Cedar Rapids, Iowa, formal board room, lower level, for the purpose of appointing a Linn County Attorney to fill the vacancy created by Linn County Attorney Jerry Vander Sanden's resignation. Said meeting may be adjourned from day to day until an appointment is made. The appointment shall take effect upon the appointee qualifying by taking the oath of office and shall continue until the next pending election as defined in Section 69.12, Code of Iowa.

Notice is further provided that pursuant to Section 69.14A(2), Code of Iowa, if within 14 days after publication of this notice or within 14 days after an appointment is made, a petition is filed by the eligible electors of Linn County with the Linn County Auditor requesting a special election to fill the vacancy in the position Linn County Attorney, any appointment is temporary and a special election shall be called to fill the vacancy. The aforementioned petition shall meet the requirements of Section 331.306, Code of Iowa.

Linn County Board of Supervisors

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☑ **NEW POSITION** ☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☑ **NEW JOB CLASSIFICATION** ☐ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Assistant County Attorney - Criminal Division Head

DEPARTMENT: Linn County Attorney's Office

SHIFT/HOURS: 8am-5pm

VACANCY DATE: January 1, 2022

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable): ☐ BUDGET OFFER
☐ GRANT FUNDING
☑ OTHER: _____

NEW POSITION FUNDING SOURCE(S):
We have money left in our budget, due to vacancies, to fund this position for the remainder of the current fiscal FY22

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☑ FULL-TIME ☐ PART-TIME ____# of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☑ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Jim A. Vaske 12/7/21
DEPARTMENT HEAD (original signature required) DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ **STARTING SALARY:** _____

HR DIRECTOR COMMENTS: New job description Attached

FINANCE/BUDGET DIRECTOR COMMENTS: offer will be submitted for future funding

APPROVED BY: Lisa D. Powell 11-1-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: [signature] 12/7/21
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

Mental Health Access Center,
Linn County and Abbe Center for Community Mental Health Agreement

This agreement is made and entered into this July 1, 2021 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Abbe Center for Community Mental Health ("Provider"), with an office located at 520 11th St NW CR, IA 52405. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with Abbe Center for Community Mental Health. Abbe Center will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the "Services") described in the statement of work (the "Statement of Work") attached hereto as Appendix A.

Table of Contents

SECTION 2

Definitions

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

Client: A person who receives services through the Mental Health Access Center.

Services: Behavioral health services (mental health, substance abuse or crisis services) to include those listed in Appendix A

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

Client Authorization: A Client authorization is standard form, signed by an individual or the guardian of the individual, to allow disclosure of the Client's personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The Client may revoke the authorization at any time.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTI0N 3

Duties of Provider

Section 3.1 Provision of Services. Provider shall provide Services to Clients to the extent designated in Appendix A - Statement of Work. Such Services shall be rendered in compliance with applicable laws and regulations and industry best practices. Provider shall also provide Services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Client's protected health information.

Section 3.2 Best Practice Services. Provider shall perform the Services in a timely and industry best practice manner in accordance with the Appendix A - Statement of Work and the prevailing reasonable behavioral health standards applicable thereto.

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.

Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center's Director at least quarterly.

Section 3.6 Use of County Facilities. Initial equipment and operational supplies will be paid for using fund balance dollars to the extent that the fund balance allows. Provider will be responsible for ongoing operational supplies and all tools it requires to accomplish the Services. County shall make a facility reasonably available to Provider for its use, only in connection with the provision of Services. Provider's use of County facilities are conditioned on participation in this Agreement. County facilities and equipment will only be used in conjunction with Access Center Clients and not with any patients or clients they serve outside the purview of the Access Center. In the event that the relationship is terminated under any of the conditions, Provider will vacate the County facilities without delay on an agreed upon timeline. Provider will leave facilities in the same condition as they found them in except for general wear and tear. Provider will not make any material changes to facilities without prior authorization.

In the event Provider has access to County's information or telephone systems in performing the Services, Provider will comply with County's Information Security Standards for Providers and any other conditions for use set by the County.

Section 3.7 Provider Expenses. Provider agrees to be responsible for all expenses Provider incurs in connection with this Agreement. Such expenses include, but are not limited to, salaries, benefits, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other expenses of Provider in the performance of this Agreement.

Section 3.8 Policies and Procedures. Provider agrees that all policies and procedures developed specifically for the Access Center shall remain available for Access Center use subsequent to the termination of this agreement.

Section 3.9 Non-competition During the term of this Agreement and for a period of two (2) years after the termination for any reason of Provider's relationship with County, Provider hereby agrees, to the extent allowable by law, not to attempt to reduce the effectiveness of any replacement provider or contact any Access Center Client referral sources (i.e. hospitals, law enforcement, ambulatory, etc.) to redirect Clients in need of Access Center provided services to the Provider under this agreement. The Provider under this agreement will be able to provide care as in Appendix A without limitation.

County and Provider agree that the above restrictions will not prevent Provider from working and plying its trade in its industry. Both County and Provider agree that these restrictions are fair and reasonable.

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.

SECTION 4

Duties of County

Section 4.1 Non-exclusivity. County and Provider acknowledge and agree that Provider is in business for itself, and shall be free to perform work for individuals other than those seen through County during the term of this Agreement. Provider is also able to refer the Clients seen through the County to others in the Provider for services not done for the County.

Section 4.2 Facility. County shall provide a facility suitable and in reasonable upkeep for the Provider to provide the Services as covered by this Agreement. County may provide utilities, internet and telephone services. The provision of these services may be renegotiated as needed. County may bill Provider for utilities, other operating costs, etc. as mutually agreed upon.

Section 4.3 Operations. County will hire and supervise an Access Center Director. County will not be responsible for the direct provision of Services. County will be responsible for overseeing operations, coordination and optimal renewal/replacement of Providers and reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis. County will coordinate with the Providers minimizing expenses to the best extent possible so that Region support is appropriately utilized.

Section 4.4 Confidentiality. County will maintain the agreements outlined in the attached Providers agreement for maintenance of confidentiality of client records in accordance with all local, state and Federal laws including HIPAA and 42 CFR Part 2.

SECTION 5

Claims Submission and Payment

Section 5.1 Claims Submission. Provider agrees to submit and has the right to submit all claims for reimbursement and in accordance with the requirements of Medicaid, Medicare and private insurance of the Client.

Section 5.2 Claims Payments. The Provider will receive directly and have the right to keep all payments received on claims as outlined immediately above.

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, County support (Not to exceed amounts detailed in Appendix E) and other sources.

Section 5.4 Shortfall Reimbursement: *Purpose of Addition of Section 5.4 is to address that it is anticipated that on some occasions County may have reserve funding from the region and/or county general fund that County will use to reimburse Provider for shortfalls.*

County will only reimburse Provider shortfalls when reserve funding is available. County has no legal or contractual duty to reimburse shortfalls to Provider if no reserve funding is available. Availability of funding for shortfall reimbursement is subject to change. County does not guarantee funding availability for shortfall reimbursement. County does not guarantee the length of time shortfall reimbursement will be available to Provider.

Procedure: County will notify provider when reserve funding is available in writing. Written notice from County will specify the types of shortfall services eligible for reimbursement, the approximate range of maximum monthly reimbursement if applicable, and the approximate length County staff believe such shortfall funding may be available. Once Provider receives written notice of available funding, Provider may submit monthly invoices to LCCS Core Finance for reimbursement.

Both parties will work in good faith to resolve any issues regarding shortfall reimbursement.

SECTION 6

Relationship Between the Parties

Section 6.1 Relationship between County and Provider. The parties intend Provider to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture of County. No other relationship is intended to be created between the parties. Provider will have no power or authority to bind County or assume or create any obligation or responsibility on County's part or in County's name, and will not represent to any third party that Provider has such power or authority. Provider maintains the right to accept or reject Clients. Provider's Services will be performed with no supervision from County and, while the desired results of Provider's Services will be mutually agreed upon, County will exercise no control or direction as to the means for accomplishing this result. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 7

Hold Harmless and Indemnification

Section 7.1 Provider Hold Harmless and Indemnification. Provider hereby agrees to indemnify, defend, and hold harmless County, its affiliates, and their respective supervisors, directors, employees, advisors, and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes, or damages arising from services or actions solely of Provider. County shall promptly notify Provider of any third party claim subject to indemnification hereunder and Provider shall, at County's option, conduct the defense or settlement of any such third party claim at Provider's sole expense and County shall reasonably cooperate with Provider in connection therewith pursuant to this agreement.

Section 7.2 County Hold Harmless and Indemnification. County will, only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Provider, its affiliates, and their respective officers, directors, employees, advisors and agents from any and all claims which arise out of or are in any way direct results of the County's negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from Provider's negligence in performing its duties and obligations pursuant to this Agreement. Provider shall promptly notify County of any third party claim subject to indemnification hereunder and Provider shall reasonably cooperate with County in connection therewith pursuant to this agreement.

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.

SECTIONS 8

Liability Insurance

Section 8.1 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, all necessary insurance coverage for the performance of its Services under this Agreement, including professional liability insurance, general liability insurance, comprehensive general and/or umbrella liability insurance, workers' compensation, all other statutorily required insurances and business auto liability insurance (if applicable). Evidence of insurance shall be provided at the time of execution of this Agreement and annually thereafter. The evidence of insurance may be provided in the form of a certificate of insurance addressed to the County. Provider will provide County with prompt written notice of any material change in any insurance coverage required to be carried by Provider under this section.

Section 8.2 Provider Insurance Minimums. Provider agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this agreement, insurance per the above coverage requirements. Provider shall maintain general liability insurance, naming the County as an additional insured, in an amount not less than three (3) million dollars in aggregate/one (1) million dollars per occurrence. The naming of the County as an additional insured shall not constitute a waiver of the defenses available to the County under Section 670.4 of the Code of Iowa.

Section 8.3 County Insurance. County is self-insured and will provide proof of coverage if requested.

SECTION 9

Laws and Regulations

Section 9.1 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. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to 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 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.

Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

Provider will be allowed to share confidential Client data with other service providers of the County that are working in the Access Center only if the Client consents in writing. This will be done as appropriate to maximize the provider coordination and effectiveness of treatment to each Client. Provider will be allowed, with the Client's written approval, to share confidential Client data with other service providers that a Client is referred to outside of the Access Center.

During and after Provider's independent Provider relationship with County, Provider agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Provider in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Provider's duties under this Agreement.

Provider shall take all reasonable precautions to prevent disclosure of the Confidential Information to unauthorized persons or entities. Provider agrees to notify County promptly and in writing of any circumstances of which Provider has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

Notwithstanding anything in this section to the contrary, Provider may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body.

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to

protect it. Provider shall limit access to the County's facility to only those that need to be there for the operation of the Access Center.

Section 9.6 Complete Agreement. This Agreement is the parties' entire understanding on its subject matter, and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of County, its permitted successors, or assigns.

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.

Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

Section 9.9 Waiver or Breach. No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

Section 9.10 Survival After Termination. The parties' obligations under sections 3.4, 3.9, 7.1, 7.2, 7.3, 9.4, 9.5, 10.7, 10.8, 10.9, and 12.7 will survive the termination of this agreement.

SECTION 10

Term and Termination

Section 10.1 Term Intent. The County's intent of this agreement is to enter into a long-term mutually beneficial relationship with Provider to serve the needs of Clients of the Access Center. This intent may be influenced by external factors but this is the initial intent as of the date of its signing.

Section 10.2 Term. The initial term of this Agreement shall start September 1st and continue to June 30, 2022. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

Section 10.3 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon a sixty (60) day written notice to the other party prior to the expiration of the contract.

Section 10.4 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon a sixty (60) day prior written notice of termination to the other party.

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by 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) chapter 7 bankruptcy filed by the Provider; (d) County's determination of inadequate funding; or (e) Provider's material breach of any of the terms or obligation of this Agreement.
For

other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.7 Information to Clients. Provider acknowledges the right of County to inform County Clients of Provider's termination and agrees to cooperate with County in deciding on the form of such notification. Provider agrees to assist the transition of Clients to an alternate Provider if advantageous to County.

Section 10.8 Continuation of Services After Termination. Upon request by County, Provider shall continue to render Services in accordance with this Agreement until County has transferred County Clients to another provider, until such County Client is discharged or until an identified transition plan is in place.

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County 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

Attention: Executive Director
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404

Section 10.10 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:

Organization: Abbe Center for Community Mental Health
Attention: Kathy Johnson
Address: 520 11th St NW CR, IA 52405

SECTION 11

Amendments

Section 11.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 11.2 Regulatory Amendment. County may also 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 12

Other Terms and Conditions

Section 12.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide Services to Clients. County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

Section 12.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between County and Provider, and supersede or replace any prior agreements between County and Provider relating to its subject matter.

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any

promotional activities. Otherwise, Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.

Section 12.6 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.

Section 12.7 Reporting Requirements. Provider agrees to complete all requested operational and financial reporting requirements.

Sction12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

County: **Linn County**	Provider:
By: _____	By: _____
Name: _____	Name: Kathy Johnson
Title: _____	Title: Executive Director
Date: _____	Date: 12-13-21

APPENDIX A

Statement of Work

Mental Health Access Center – Provider service offering summary (subject to change at any time as verbally agreed to by the parties of this agreement):

Abbe Mental Health Access Center:

- Crisis psychiatric evaluations
- Crisis medication management
- Peer support services – MH and Recovery Coaching
- Mental health assessment and recommendations
- Care collaboration through integrated health home
- Warm line
- Care coordination and referrals
- Substance Use Disorder ASAM Evaluation and Treatment
- Crisis Stabilization
- Crisis Observation
- Sub-Acute
- Food Service Contract Holder

Unity Point

- Substance Use Disorder Evaluation and Referral

Foundation 2:

- Immediate triage of clients
- Intake and brief screening
- Suicide assessment and safety planning
- Crisis observation support
- Mobile Crisis support with transportation
- Follow-up services – 24-hour, 7 day, and 30 day
- Care coordination and referrals

Area Ambulance

- Sobering Unit

APPENDIX B

Service Provider's Responsibilities

Service Provider will be responsible for the following:

- Direct care of the individuals served
- Maintaining quality of the services provided
- Provides an environment that is best practice focused, collaborative, includes holistic assessments and recovery orientated
- Serve all individuals that can be best served by the Mental Health Access Center that are not in need of immediate medical care or violent at or immediately prior to arrival
- Collaborating to the maximum extent possible with all other service providers and Linn County to the benefit of the individuals served
- Protecting individual's information according to HIPPA standards and requirements
- Referring individuals served to an appropriate next service provider
- Respond to improvement input from both individuals served and referral services when possible
- Help educate the referral sources on the individuals that may best be served by the Access Center
- Maintaining appropriate accreditations and licenses for your organization's industry
- Hiring, supervising and staffing of their positions
- Training their employees and cross-training others
- Billing for services timely to the maximum extent possible
- Establishing contracts with commercial insurance providers as applicable
- Maximizing service revenue and minimizing expenses to the best extent possible so that Region support is minimized
- Reporting key performance information so it can be consolidated for the full Mental Health Access Center
- Reporting items of actual or potential concern to the Access Center Director timely
- Securing access to the buildings
- Obtaining insurance coverage as required by this agreement
- Taking good care of the County's facility and fixed assets – reasonable wear and tear is expected.
- Providing the maximum notice possible of any plans to discontinue the relationship with the Mental Health Access Center
- Hiring and supervising a food service function (ASAC)

APPENDIX C

Linn County's Responsibilities

(Subject to change during Access Center operation)

Linn County will be responsible for the following:

- Providing a facility in good working condition and complying to applicable codes and regulations
- Hiring and supervising an Access Center Director
- Managing all facility maintenance, grounds keeping and snow/ice removal
- Evaluating the coordination between and optimal renewal/replacement of service providers
- Reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis
- Minimizing expenses to the best extent possible so that Region support is minimized
- Protect individual's information according to HIPPA standards and requirements
- Respond to improvement input from both individuals served and referral sources when possible
- Lead the education and marketing to the referral sources on the individuals that may best be served by the Access Center
- Form and maintain, if considered advantageous by the County, an Advisory Committee
- Provide utility, telephone and internet services
- Hiring and supervising a custodial function

APPENDIX D

Privacy Requirement

This Privacy Appendix is entered into by and between Linn County and Service Provider Center for Community Mental Health ("Provider") due to the requirements for privacy and security related to records and 42 CFR Part 2.

Provider agrees to comply with the requirements of Federal and state law regarding any personally identifiable client information or records Provider comes into contact with during the course of providing services under this Agreement. Provider agrees that in the event it uses, creates, receives or accesses personally identifiable information or records, the use, creation, receipt or access of that information or records will be only for purposes of providing services under this Agreement and not for any other non-Access Center related purposes.

WHEREAS, Provider may be the operator of a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Client Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”);

WHEREAS, Provider may be a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Qualified Service Organization Agreement Responsibilities:

(a) To the extent that in performing its services for or on behalf of County, Provider uses, discloses, maintains, or transmits protected information that is protected by Part 2, Provider acknowledges and agrees that it is a QSO for the purpose of such Federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such client records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to client records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Provider acknowledges and agrees that any client information it receives from any County that is protected by Part 2 is subject to protections that prohibit Provider from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.