

**BOARD OF SUPERVISORS**District 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Monday, April 17, 2023

10 a.m.

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

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

**Minutes**

Discuss and decide on meeting minutes.

Discuss a Vacancy Form requesting up to 20 Detention Officers for the Sheriff's Office

Discuss a Vacancy Form requesting a Help Desk Specialist/Desk Top Associate for the IT Department

Discuss a Service Contract between Mental Health/Disability Services of the East Central Region and Linn County LIFTS effective March 1, 2023 through June 30, 2025.

Discuss a resolution rescinding resolution 2023-3-34 and fixing township compensation effective January 1, 2023.

Discuss a pre-construction update on the Duane Arnold I and II solar projects.

**Public Comment: Five Minute Limit per Speaker**

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

**Payroll Authorizations**

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

**Claims**

Discuss and decide on claims.

**Legislative Update**

Discuss and decide on action related to proposed legislation

**Correspondence****Appointments****Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at [bd-supervisors@linncountyiowa.gov](mailto:bd-supervisors@linncountyiowa.gov).

## VACANCY FORM

### SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: \_\_\_\_\_

### SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Detention Officer

DEPARTMENT: Sheriff's Office

SHIFT/HOURS: Vary

NUMBER OF POSITIONS: UP to 20

VACANCY DATE: 4/10/23

NEW POSITION FUNDING SOURCE(S):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

☐ GRANT FUNDING

☒ OTHER: Cost Neutral

DURATION OF POSTING (must remain open a minimum of 10 days): \_\_\_\_\_

### 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: **D. Riniker**

Digitally signed by D. Riniker  
Date: 2023.04.10 16:05:46 -05'00'

4/10/23

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: \_\_\_\_\_

FINANCE/BUDGET DIRECTOR COMMENTS: \_\_\_\_\_

APPROVED BY: Linda D. Powell  
HUMAN RESOURCES DIRECTOR

4-11-23  
DATE

APPROVED BY: Bearrows  
FINANCE/BUDGET DIRECTOR

4/12/23  
DATE

APPROVED BY: \_\_\_\_\_  
CHAIRPERSON/BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE



## VACANCY FORM

### SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: Drew Hoppenworth

### SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: HELP DESK SPECIALIST / DESK TOP ASSOCIATE

DEPARTMENT: IT

SHIFT/HOURS: 7:30-4:30M-F

NUMBER OF POSITIONS: 1

VACANCY DATE: 01/05/2023

NEW POSITION FUNDING SOURCE(S):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

☐ GRANT FUNDING

☐ OTHER: \_\_\_\_\_

DURATION OF POSTING (must remain open a minimum of 10 days): \_\_\_\_\_

### 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: 

DEPARTMENT HEAD

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:

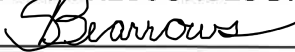
PAY GRADE: \_\_\_\_\_ STARTING SALARY: \_\_\_\_\_

HR DIRECTOR COMMENTS: \_\_\_\_\_

FINANCE/BUDGET DIRECTOR COMMENTS: \_\_\_\_\_

APPROVED BY:   
HUMAN RESOURCES DIRECTOR

4-11-23  
DATE

APPROVED BY:   
FINANCE/BUDGET DIRECTOR

4/12/23  
DATE

APPROVED BY: \_\_\_\_\_  
CHAIRPERSON/BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE



## **MH/DS of the East Central Region**

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

### **Agency Contract**

Contract Effective Date: **March 1, 2023 – June 30, 2025**

Parties: **MH/DS of the East Central Region**  
**210 Jones Street, Suite 206**  
**Dubuque, IA 52001**

Agency: **Linn Co. LIFTS**  
**5815 4<sup>th</sup> Street SW**  
**Cedar Rapids, Iowa 52404**  
**Phone 319-892-5170**

With the intention of using innovative means and partnerships to meet the mental health and disability service needs of eligible children and adults throughout the East Central Region, the Region has periodic need to Contract with non-traditional service Agencies. These non-traditional services are a supplement to the established array of core and mandated services in accordance with Iowa Administrative Code 441-25.13 and Iowa Code 331.391 and will serve to strengthen the network of quality and accessible supports that the Region desires. In addition, the Region will ensure that all non-traditional contracted services are aligned with permissible use of public funds for MH/DS services. ECR will hold non-traditional Agency's to the standards and expectations below:

The purpose of the Contract is to establish the terms and conditions agreed to by the Region and the Agency for the provision of services by the Agency to persons hereinafter referred to as the "clients", the manner in which the services will be provided, and the requirements that the Agency must meet in order to be entitled to receive compensation.

This Contract shall consist of the following parts:

- Rates, which shall contain a list of services descriptions, rates, and payment codes.
- The MH/DS of the East Central Region Management Plan for Persons with Mental Illness, Intellectual Disabilities, and Developmental Disabilities, which is incorporated in this Contract by this reference.

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

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and Administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan and in compliance with applicable laws and regulations. The MH/DS of the East Central Region is interested in contracting with Agency's to purchase covered services for the benefit of the citizens of the Region who need support for mental health or disability services.

An accredited Agency is certified through a governmental entity, and/or accredited under the laws of the State of Iowa to provide mental health, intellectual disability and/or developmental disability services may Contract with the Region to provide Covered Services for the benefit of MH/DS of the East Central Region Clients. However, if formal licensure or certification is not required for the Contracted service, it will not be necessary.

Agency should create an environment that is based on individualized, person centered, strengths-based practices that are trauma informed, co-occurring capable and culturally competent.

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

**SECTION 1**  
**Definitions**

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

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

**Covered Services:** Services enumerated in the Region Management Plan as approved by the Director of Human Services.

**HIPAA:** Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and all related regulations.

**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.

**Region:** The inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

**MH/DS of the East Central Region Client:** A person who is eligible and authorized to receive funding as defined in the Region Management Plan as approved by the Director of Human Services.

**Region Management Plan:** MH/DS of the East Central Region's plan, developed pursuant to Iowa Code Section 331.393, for providing an array of cost-effective individualized services and supports, which assist the Region's Clients, be as independent, productive and integrated into the community as possible within the constraints of the services fund.

**Sub Contract:** 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.

## **SECTION 2**

### **Duties of Agency**

**Section 2.1 Provision of Covered Services.** Services shall be rendered in compliance with applicable laws and regulations and the Region Management Plan. Agency shall provide covered services in a manner which: (a) documents the services provided, in conformance with federal, state and local laws and regulations and the Region Management Plan, and (b) protects the confidentiality of the MH/DS of the East Central Region client's medical records and Protected Health Information.

**Section 2.2 Compliance with the Region Management Plan.** Agency and its staff shall be bound by and provide Covered Services in compliance with the Region Management Plan and applicable laws and regulations. Failure to comply with the Region Management Plan may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Contract.

**Section 2.3 Authorization and Notification Requirements.** All Covered Services provided must be authorized prior by the Chief Executive Officer when applicable or at the time of rendering services or in accordance with the Region Management Plan. Non-traditional services means there may be occasions when service authorizations may be unnecessary.

**Section 2.4 Access to Books and Records.** Unless otherwise required by applicable statutes or regulations, Agency shall allow the Region access to books and records, for purposes of utilization- claims payment review or financial audits, during the term of this Contract and seven (7) years following its termination. Agency shall provide records electronically or copies of records at a cost of twenty-five cents (\$.25) a page.

**Section 2.5 Cost Reports.** If requested to do so, Agency shall submit annual cost reports or other financial records..

**Section 2.6 Other Duties of Agency.** Agency shall guard the security of all PHI (protected health information) at all times, including ePHI by using recognized methods of encryption in transmitting ePHI and other confidential information to the Region.

Agencies may assist the Region in promoting the use of 988 Suicide and Crisis Lifeline as well the Iowa Warm Line 1-844-775-9276. Assistance may be provided by ensuring that every consumer has access to the information, including but not limited to, placement on Agency website, letterhead, pamphlets, etc.

Agencies are required to submit requested information for auditing purposes. Findings may result in request for reimbursement to the region for services billed but not provided.

**Section 2.7 Acceptance as Performance.** The Agency agrees that if that by providing the services in this Contract, that shall be considered acceptance of the terms in this Contract.

### **SECTION 3**

#### **Duties of MH/DS of the East Central Region**

**Section 3.1 Services Funding.** The Region is responsible for funding only those services and supports authorized in accordance with provisions described in the ECR Management Plan and identified in the Annual Service and Budget Plan of ECR Funded Services.

**Section 3.2 Negotiated Contract Rates.** The Region will honor negotiated Contracted rates for an entire fiscal year. Should the service become eligible for Medicaid reimbursement, a new Contract will be negotiated.

### **SECTION 4**

#### **Claims Submission and Payment**

**Section 4.1 Claims Submission.** Agency agrees to submit all claims for reimbursement in accordance with the Region's Management Plan.

**Section 4.2 Claims Payment.** The Region will pay claims in accordance with ECR's Management Plan.

**Section 4.3 Compensation to Agency.** Agency agrees to accept payment from the Region for Covered Services provided to the Region's clients under this Contract as payment in full, less any copayment or other amount, which is due from the Regional clients for such services. Compensation for covered services is included as Service Definitions and Rate Attachment.

**Section 4.4 Agency Invoice Submission.** Agency shall submit invoices to The Region on a monthly basis by the fifteenth (15th) day of each. Agency and ECR may mutually agree to a different payment schedule in writing.

### **SECTION 5**

#### **Relationship between the Parties**

**Section 5.1 Relationship between MH/DS of the East Central Region and Agency.** The relationship between MH/DS of the East Central Region and Agency is solely that of independent Contractor and nothing in this Contract shall be construed or deemed to

create any other relationship including one of employment, agency or joint venture. Agency shall maintain social security, workers' compensation and all other employee benefits covering Agency's employees as required by law.

## **SECTION 6**

### **Hold Harmless, Indemnification and Liability Insurance**

**Section 6.1 Agency Hold Harmless and Indemnification.** Only to the extent permitted by the Iowa Constitution and the laws of the State of Iowa, Agency shall defend, hold harmless and indemnify MH/DS of the East Central Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by MH/DS of the East Central Region that arise out of acts or omission of Agency or Agency's employees, agents or representatives in the discharge of its responsibilities under this Contract.

**Section 6.2 MH/DS of the East Central Region Hold Harmless and Indemnification.** MH/DS of the East Central Region shall defend, hold harmless and indemnify Agency against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Agency that arise out of acts or omission of MH/DS of the East Central Region or MH/DS of the East Central Region employees, agents or representatives in the discharge of its responsibilities under this Contract.

**Section 6.3 Agency Liability Insurance.** Agency shall procure and maintain, at the Agency's own expense, professional liability insurance and comprehensive general or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Contract and may be provided in the form of a certificate of insurance. Agency will also give 30 day notice to the Region of any insurance changes and provide written documents of such changes. Proof of self-insurance shall satisfy the requirements of this agreement.

**Extended Coverage.** Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the Contract term, or an Contract to continue liability coverage with a retroactive date on or before the beginning of the Contract term, shall also be provided.

## **SECTION 7**

### **Laws and Regulations**

**Section 7.1 Laws and Regulations.** Agency warrants that it is, and during the term of this Contract will continue to be, operating in full compliance with all applicable federal and state laws.

**Section 7.2 Compliance with Civil Rights Laws.** Agency agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Agency agrees to ensure mental health services are rendered to MH/DS of the East Central Region clients in the

same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Agency.

**Section 7.3 Equal Opportunity Employer.** MH/DS of the East Central Region is an equal employment opportunity employer. MH/DS of the East Central Region supports a policy, which prohibits discrimination against any employee or applicant for employment based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Agency agrees that it is in full compliance with MH/DS of the East Central Region's Equal Employment Policy as expressed herein.

**Section 7.4 Confidentiality of Records.** MH/DS of the East Central Region and Agency agree to maintain the confidentiality of all information regarding Covered Services provided to MH/DS of the East Central Region clients under this Contract in accordance with any applicable laws and regulations, including HIPAA. Agency acknowledges that in receiving, storing, processing, or otherwise dealing with information from MH/DS of the East Central Region about clients, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and Protected Health Information.

## **SECTION 8**

### **Term and Termination**

**Section 8.1 Term.** The initial term of this Contract shall be for a period from July 1, 2022 to June 30, 2025, a period of 3 years, commencing on the date first above written, unless terminated earlier by either party in accordance with this Contract. The rate sheet that details services and rates for such services shall be reviewed every one (1) year, unless changes occur within the year or the partnership Contract is terminated earlier by either party in accordance with this Contract.

**Section 8.2 Rates.** Rates will be reviewed and a *Service and Rate Sheet Attachment* will be negotiated and prepared each fiscal year upon mutual Contract of both parties; adjustments may be requested and considered by ECR during the year if/as needed.

**Section 8.3 Nonrenewal of Contract.** Either party may chose not to renew this Contract upon ninety (90) days written notice to the other party prior to the expiration of the Contract.

**Section 8.4 Termination of Contract without Cause.** Either party may terminate this Contract without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 8.5 Termination with Cause by MH/DS of the East Central Region.** MH/DS of the East Central Region shall have the right to terminate this Contract immediately by giving written notice to Agency upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Agency's license, certification or accreditation; (b)

Agency's loss of any liability insurance required under this Contract; (c) bankruptcy filing by the Agency, or (d) Agency's material breach of any of the terms or obligations of this Contract.

**Section 8.6 Termination with Cause by Agency.** Agency shall have the right to terminate this Contract immediately by giving written notice to MH/DS of the East Central Region upon the occurrence of MH/DS of the East Central Region's material breach of any of the terms or obligations of this Contract.

**Section 8.7 Information to MH/DS of the East Central Region Clients.** Agency acknowledges the right of the Region to inform the Region clients of Agency's termination and agrees to cooperate with the Region in deciding on the form of such notification.

**Section 8.8 Continuation of Services after Termination.** Upon request by MH/DS of the East Central Region, Agency shall continue to render covered services in accordance with this Contract until MH/DS of the East Central Region has transferred MH/DS of the East Central Region Clients to another Agency or until such MH/DS of the East Central Region client are discharged.

**Section 8.9 Notices to MH/DS of the East Central Region.** Any notice, request, demand, waiver, consent, approval or other communication to MH/DS of the East Central Region regarding Agency contracts 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:

Peggy S Petlon, Regional Coordinator  
601 Grant Street  
Manchester, IA 52057  
ppetlon@ecriowa.us

**Section 8.10 Notices to Agency.** Any notice, request, demand, waiver, consent, approval or other communication to Agency 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 Co. LIFTS**  
5815 4<sup>th</sup> Street SW  
Cedar Rapids, Iowa 52404  
Phone 319-892-5170

## **SECTION 9** **Amendments**

**Section 9.1 Amendment.** This Contract may be amended at any time by the mutual written Contract of the parties. In addition, MH/DS of the East Central Region may amend this Contract upon sixty (60) days advance notice to Agency and if Agency does not

provide written objection to MH/DS of the East Central Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 9.2 Regulatory Amendment.** The Region may also amend this Contract to comply with applicable statutes and regulations and shall give written notice to Agency of such amendment and its effective date. Such amendment will be effective upon receipt of notice from the Region by the Agency.

**Section 9.3 Region Management Plan Amendment.** The Region may also amend this Contract to comply with changes in the Region Management Plan and shall give written notice to Agency of such amendment and its effective date. Such amendment will be effective upon receipt of notice from the Region by the Agency.

## **SECTION 10**

### **Other Terms and Conditions**

**Section 10.1 Non-Exclusivity.** This Contract does not confer upon the Agency any exclusive right to provide services to MH/DS of the East Central Region clients in Agency's geographical area. MH/DS of the East Central Region reserves the right to Contract with other Agencies. The parties agree that Agency may continue to Contract with other organizations.

**Section 10.2 Assignment.** Agency may not assign any of its rights and responsibilities under this Contract to any person or entity without the prior written approval of MH/DS of the East Central Region.

**Section 10.3 Sub-Contracting.** Agency may not sub Contract any of its rights and responsibilities under this Contract to any person or entity without prior approval to MH/DS of the East Central Region.

**Section 10.4 Entire Contract.** This Contract and attachments attached hereto constitute the entire Contract between MH/DS of the East Central Region and Agency, and supersedes or replaces any prior Contracts between MH/DS of the East Central Region and Agency relating to its subject matter.

**Section 10.5 Rights of Agency and MH/DS of the East Central Region.** Agency agrees that the Region may use Agency's name, address, telephone number, description of Agency and Agency's care and specialty services in any promotional activities. Otherwise, Agency and MH/DS of the East Central Region shall not use each other's name, symbol, website, service mark, or other identifying information without prior written approval of the other party.

**Section 10.6 Invalidity.** If any term, provision or condition of this Contract shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Contract, and the remainder of the Contract shall

survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Contract.

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

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

Agency: **Linn Co. LIFTS**  
5815 4<sup>th</sup> Street SW  
Cedar Rapids, Iowa 52404  
Phone 319-892-5170

Region: Peggy S Petlon, Regional Coordinator  
601 Grant St.  
Manchester, IA 52057  
[ppetlon@ecriowa.us](mailto:ppetlon@ecriowa.us)

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

### **MH/DS of the East Central Region**

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

### **Linn County LIFTS Contract**

Contract Effective Date: **March 1, 2023**

By: \_\_\_\_\_

**MH/DS of the East Central Region**

Governing Board

Print Name \_\_\_\_\_

Print Title Dewey Hildebrandt, Chair

Date \_\_\_\_\_

By: \_\_\_\_\_

**Linn Co. LIFTS**

Provider

Print Name: \_\_\_\_\_

Print Title: Board Chair

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



## Provider Contract: Service and Rate Attachment – FY2023

Effective March 1, 2023 – June 30, 2023

Provider: Linn Co. LIFTS  
5815 4<sup>th</sup> Street SW  
Cedar Rapids, Iowa 52404  
Phone 319-892-5170

ECR/CSN#

| Chart of Acct # | Procedure Code | Service                                 | Unit of Service                    | Approved FY2023 Rate |
|-----------------|----------------|-----------------------------------------|------------------------------------|----------------------|
| 31354           | S0215          | Transportation ECR (S0215) 1-way loaded | One Way<br>(Linn County area ONLY) | \$2.00               |

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

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Linn Co. LIFTS  
Board Chair

Date

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MH/DS of the East Central Region

Mae Hingtgen, CEO  
[mhingtgen@ecriowa.us](mailto:mhingtgen@ecriowa.us)

Date

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## INSTRUCTIONS FOR POLICIES AND BILLING TO THE MHDS OF THE EAST CENTRAL REGION

1. As an East Central Region provider, priority shall be given to ECR consumers over non-ECR residents when daily supported community living openings become available. Please contact Jan Shaw (319-688-5824, [jshaw@johnsoncountyiowa.gov](mailto:jshaw@johnsoncountyiowa.gov)) about your current or anticipated openings.
2. As listed, billed services must indicate procedure code; HCPCS and/or CPT with Clinician Modifier to clarify the credentialed clinician funded by service/rate.
3. Provider shall submit individuals served during the billing time period (utilizing a Demographic Information Form unless an ECR application has been previously completed) when they submit their billings as per the ECR "Services by Individual for Lump Sum Payments Procedure":
  - a. Drop In Center providers should submit the daily sign-in sheets with enough information to identify individuals or a list of individuals. Daily sign-in sheets should continue to be submitted even if a list is utilized for this purpose so we can review attendance patterns.
  - b. The Region has the discretion to request a quarterly review.
  - c. If so requested, quarterly reviews should be mailed securely to [claims@ecriowa.us](mailto:claims@ecriowa.us) or sent to Buchanan County Community Services, 210 5<sup>th</sup> Avenue NE, Independence, IA 50644.
4. It is the expectation of the ECR that when Medicaid funding becomes available for crisis services that providers will be enrolled as a Medicaid provider to receive such funding.
5. Training service provided and materials reimbursed per itemized statement/receipt with prior approval of ECR. (COA#05373 Public/Education).
6. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for the reimbursement through Iowa Medicaid fee-for-service:

1. \_\_\_\_\_ Amerigroup Iowa, Inc. \_\_\_\_\_ Iowa Total Care

7. ECR will not subsidize Medicaid. Co-pays and deductibles assigned by Medicare or any third party payer may be funded but Regional payment will not exceed the difference between the contracted rate and insurance payment. ECR will not pay when Medicaid or other 3<sup>rd</sup> party decertifies.
8. Drop in centers shall bill Medicaid for the service when it is a peer drop in when possible.
9. Provider is responsible to assist consumers to obtain Medicaid for Employed People with disabilities within 3 months from the start of supported community living or peer services.
10. Provider shall review signed contract and claims letter (next page) yearly.
11. As funds are available, the Region will fund collateral time for licensed mental health practitioners to communicate and coordinate services for children with other providers, family, and educators. Collateral time will be billed in 15 minute units and may be billed in the amount of up to 2 units per month per qualifying child. The rate for collateral time will be \$20 per unit, regardless of the licensing status of the mental health practitioner. These funds are capped and services may be discontinued if completely expended prior to the end of the fiscal year.
12. Please provide the number of direct support staff that are employed for Supported Community Living (32329) Total FTE (include contracted staff) \_\_\_\_\_.
13. The MDHS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the fiscal year named above.

Please ensure that all of the following are included on invoices sent to the Region. Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)

- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)

- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
  - If you would like a form with formulas to calculate totals, please e-mail [claims@ecriowa.us](mailto:claims@ecriowa.us) and we will provide the form.
  - If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice-we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of how you calculated the individual's CP and a list of out of facility days for each individual.

We want to provide a couple clarifications or reminders about claims.

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Governing Board or unless there is a statutory obligation.
- The region pays the following utilities: water, sewer, garbage, gas, and electric.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough since it doesn't show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.

For further questions, please contact Claims:

- [Claims@ecriowa.us](mailto:Claims@ecriowa.us)
- MH/DS of the East Central Region  
210 5th Ave NE  
Independence, IA 50644
- 319-334-7450

**Thank you for providing these important services to the people of the East Central Region.**

RESOLUTION NO. 2023-4-

RESCINDING RESOLUTION 2023-3-34 AND FIXING TOWNSHIP COMPENSATION EFFECTIVE  
1/1/2023

**WHEREAS**, the Board of Supervisors of Linn County, Iowa, fixed the compensation of township trustees and clerks with Resolution 2023-3-34; and

**WHEREAS**, the Board of Supervisors of Linn County, Iowa, authorized an hourly rate of pay of \$15.00 per hour for township trustees and township clerks on March 4, 2020; and

**WHEREAS**, Iowa Code Section 359.46.1 allows the county board of supervisors to establish a minimum daily pay rate for attending scheduled meetings; and

**WHEREAS**, trustee per diem compensation is not subject to IPERS while trustee per hour compensation is subject to IPERS; now

**THEREFORE BE IT HEREBY RESOLVED** by the Board of Supervisors of Linn County, Iowa, that Resolution 2023-3-34 is hereby rescinded; now

**THEREFORE BE IT FURTHER RESOLVED** by the Board of Supervisors of Linn County, Iowa, that township trustee and clerk compensation be fixed as follows effective 1/1/2023:

1. Township Trustees will be compensated **\$30.00** for each official meeting they attend. Trustees are expected to attend a minimum of three (3) meetings per fiscal year (Financial Report, Pre-budget, and Budget). *Note: Trustee per meeting (aka per diem) rate is not IPERS eligible for appointed or elected trustees.*
2. Township Clerks will be compensated **\$30.00** for each official meeting they attend. In addition, township clerks will be paid \$15 per hour for work sessions at which they update township receipts, disbursements, and other official records. *Note: Clerk per meeting (aka per diem) and work session hours are eligible for IPERS. Elected clerks may opt out within 90 days but appointed clerks may not.*
3. Township Trustees and Clerks shall turn in completed timesheets in a timely manner to the Linn County Auditor's Office on the provided timesheet form.

**PASSED AND APPROVED** this 19<sup>th</sup> day of April, 2023.

**LINN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Louis Zumbach, Chair

\_\_\_\_\_  
Ben Rogers, Vice Chair

\_\_\_\_\_  
Kirsten Running-Marquardt, Supervisor

AYE:

NAY:

ABSTAIN:

**ATTEST:**

\_\_\_\_\_  
Joel Miller, Linn County Auditor