LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt
District 2 | Ben Rogers
District 3 | Louis J. Zumbach

MEETING AGENDA

Wednesday, September 13, 2023 | 10:00 AM
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.

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

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.

Reports

Receive and place on file Sheriff's Quarterly Report for April 1, 2023 to June 30, 2023 for the amount of $1,298,751.00

Resolutions

Resolution to approve Land Preservation Parcel Split for Roseberry First Addition, Case PLPS23-0004

Resolution to rescind the resolution dated November 5, 1974, establishing a stop sign for the northbound traffic at the T intersection of Seminole Valley Road NE and 42nd Street, in section 12-83-8.

Resolution to Establish a No Parking Zone on a portion of the east side of Seminole Valley Road NE from the railroad crossing south 1,635 feet to the end of County right-of-way jurisdiction.

Contract and Agreements

Approve and authorize Chair to sign a Linn County Children's Mental Health Assistance Program Fiscal Year 2024 Provider Agreement between Linn County and Unity Point St Lukes Hospital effective August 1, 2023 – June 30, 2024

Approve and authorize Chair to sign a Linn County Children's Mental Health Assistance Program Fiscal Year 2024 Provider Agreement between Linn County and Heart and Solutions LLC effective August 1, 2023 – June 30, 2024

Approve and authorize Chair to sign 5884HC08 Amend 2 LCCS, between Linn County Community Services - Ryan White Program and Iowa Department of Public Health for an additional $72.00 effective April 1, 2023 to March 31st, 2024 for a total amended contract equaling $958,982

Approve and authorize Chair to sign the Memorandum of Understanding (MOU) 06-JD22-23F for the provision of certain Fiscal Agent Services for Wrap Around and Staff Development Funds between Juvenile Court Services, 6th District and Linn County Community Services effective October 1st, 2023 through September 30th, 2024.

Approve and authorize Chair to sign a Service Agreement for scheduling software between Linn County LIFTS and TripMaster by CTS Software effective September 2023 through September 2028 for the total amount of $153,950.

Approve and authorize Public Health Fiscal Year 2023 Carryover Request in the amount of $192,177.00

Approve a $50,000 carryover from the Fiscal Year 23 budget for Main Street funding and an allocation of $16,666 each to the Czech Village, Marion, and Mount Vernon/Lisbon Main Street programs

Award bid and approve purchase order PO509 for sediment logs and wooden stakes to the Coleman Moore Company in the amount of $5,362.00, for the Secondary Road Department

Approve purchase order PO510 for $51,960.00 to Copy Systems Inc for two high speed envelope openers for Elections.

Licenses & Permits

Approve Class C Retail Alcohol License for the Lighthouse Inn, 6905 Mt. Vernon Rd. SE, noting all conditions have been met.

Approve Class C Retail Alcohol License for BK's Bar, 803 Vernon Valley Dr. SE, noting all conditions have been met.

Regular Agenda

Proclamation: Latino Festival Day--September 16, 2023

Second consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code, relating to Renewable Energy, Utility-Scale Solar, and Battery Energy Storage Systems.

Discuss Draft Resolution adopting the Linn County Utility-Scale Solar Scorecard

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.

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.

Office of
BRIAN D. GARDNER
LINN COUNTY SHERIFF
Sheriff@LinnCountyIowa.gov LinnCountyIowa.gov
310 2ND AVE. SW, CEDAR RAPIDS, IA 52404-2003

Colonel Douglas A. Riniker
Chief Deputy
Doug.Riniker@LinnCountyIowa.gov

Major Gerald W. Hansel Jr.
2nd Deputy
Gerald.Hansel@LinnCountyIowa.gov

Major Chad C. Colston
2nd Deputy
Chad.Colston@LinnCountyIowa.gov

Major Peter A. Wilson
2nd Deputy
Pete.Wilson@LinnCountyIowa.gov

SHERIFF'S OFFICE
MAILING ADDRESS:
P.O. Box 669
Cedar Rapids, IA
52406-0669

SHERIFF'S OFFICE
319-892-6100
FAX: 319-892-6276

CIVIL DIVISION
319-892-6240
FAX: 319-892-6241

CRIMINAL DIVISION
319-892-6250
FAX: 319-892-6242

PATROL DIVISION & DISPATCH
319-892-6100
FAX: 319-892-6275

FINANCE DIVISION
319-892-6232
FAX: 319-892-6241

CORRECTIONAL CENTER
319-892-6300
FAX: 319-892-6279

SHERIFF'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

April 1, 2023, to June 30, 2023

SERVICE FEES/MILEAGE	$307,020.00
INTEREST	$202.00
CARE OF PRISONERS	$689,511.00
PRISONER RM/BRD 40%	$56,853.00
WORK RELEASE FEES	$14,379.00
JAIL COMMISSIONS	$56,281.00
WEAPONS CARRY/PURCHASE PERMITS	$16,245.00
COLLECTION OF FINES	$158,260.00
QUARTERLY TOTAL	$1,298,751.00

I, Brian D. Gardner, Sheriff of Linn County, Iowa, do hereby certify that the above report is correct of fees and mileage for county owned vehicles collected by me as Sheriff during the period therein specified.

Brian D. Gardner, Linn County Sheriff — 9-7-23 Dated

Office of
BRIAN D. GARDNER
LINN COUNTY SHERIFF
Sheriff@LinnCountyIowa.gov LinnCountyIowa.gov
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Brian D. Gardner, Linn County Sheriff — 9-7-23 Dated

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of ROSEBERRY FIRST ADDITION (Case # PLPS23-0004) to Linn County, Iowa, containing three (3) lots, numbered lot 1, Outlot A, and lettered lot A has been filed for approval, a subdivision of real estate located in the NE SW of Section 26, Township 86 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

ROSEBERRY FIRST ADDITION TO LINN COUNTY, IOWA, is Parcel B, Plat of Survey No. 2755 in the SW % NE % & NE % SE % of Section 26, Township 86 North, Range 8 West of the 5th Principal Meridian, Linn County, Iowa

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 as last amended on 7/17/2023 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400

1. Road agreement for trees and fence within county right-of-way and for conditions applicable to land preservation parcel split cases. County standard specifications, section 1.
2. Dedication of road rights-of-way, county standard specifications, section 5. Forty feet from the center of the existing right-of-way of Hannen and Fairchild Roads.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing sewage disposal system must be reviewed by Linn County Public Health for compliance. If no permit is recorded for this property, a septic contractor must:
   a. Show evidence of septic tank by uncovering the tank and pumping it out to determine the volume.
   b. Show evidence of the absorption field by uncovering the ends of the trenches or by probing five to ten areas over the trenches and verifying a dead-end. Health department must be present to verify.
   c. Due to there being a permit issued and the septic being approved at time of installation LCPH will require that existing system be verified by a certified septic contractor to be located in an open area not under a drive or shed and meet required separation distances from proposed property line adjustment.
2. Existing house must be reviewed by Linn County Public Health for compliance.

NATURAL RESOURCES CONSERVATION SERVICE

1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Plat of Survey #2755, Parcels A & B, shall be recorded prior to recording of Roseberry First Addition (case# PLPS23-0004).
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. 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.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. Outlot A will require a Land Preservation Parcel Split deed restriction. As a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. 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.
8. One original and one complete copy 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
(i) 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
(ii) Surveyor's certificate
(iii) Auditor's certificate
(iv) Resolution of the Planning and Zoning Commission
(v) Resolution of the Board of Supervisors
(vi) Resolution of approval or waiver of review by applicable municipalities
(vii) Treasurer's certificate
(viii) 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.
(ix) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
(x) Ten original signed plat drawings
(xi) A covenant for a secondary road assessment

9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **JULY 17, 2024** 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 **September 13, 2024** to be valid.

Passed and approved this 13th day of September, 2023.

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 _____, 2023.

_____
Notary Public State of Iowa

RESOLUTION NO. _____

A Resolution approving a Residential Parcel Split for ROSEBERRY FIRST ADDITION.

The following description is a summary of Resolution No. _____ as passed and approved by Linn County Board of Supervisors, effective September 12, 2023.

ROSEBERRY FIRST ADDITION (Case # PLPS23-0004) to Linn County, Iowa, containing three (3) lots, numbered lot 1, Outlot A, and lettered lot A, a subdivision of real estate located in the NESW of Section 3, Township 84 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

ROSEBERRY FIRST ADDITION TO LINN COUNTY, IOWA, is Parcel B, Plat of Survey No. 2755 in the SW % NE % & NE % SE % of Section 26, Township 86 North, Range 8 West of the 5th Principal Meridian, Linn County, Iowa

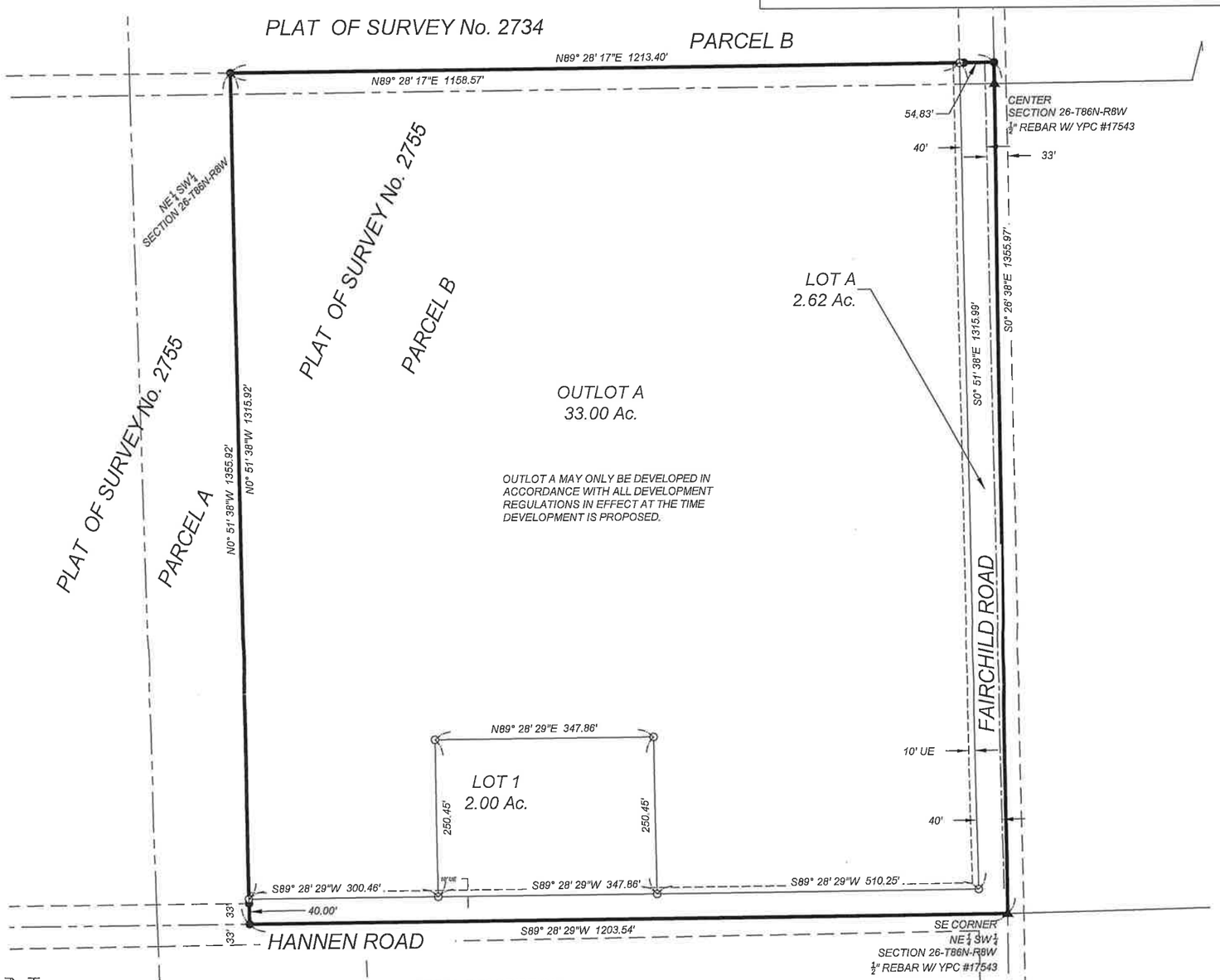
The full text of the Resolution may be inspected in the Linn County Auditor's Office located at 935 Second Street SW, Cedar Rapids, Iowa, during regular business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday or on the Linn County website at www.linncountyiowa.gov.

FINAL PLAT
ROSEBERRY FIRST ADDITION
TO LINN COUNTY, IOWA

Recorder's Stamp:

Index Legend

Location Description: Parcel B, Plat of Survey No. 2755, Linn County, Iowa
Requestor:
Proprietor: Bert Roseberry Estate
Surveyor: Stephen Michael, LS
Surveyor Company: Brain Engineering, Inc.
Return to: SM Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com (319) 294-9424



N

- ▲ FOUND SECTION CORNER
- ● FOUND 5/8" REBAR W/ LINN CO. YPC OR AS LABELED
- △ SET SECTION CORNER
- ○ SET 1/2" REBAR W/ YPC #9647
- POB POINT OF BEGINNING
- () RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- UE UTILITY EASEMENT
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP

LEGAL DESCRIPTION:
PARCEL B, PLAT OF SURVEY No. 2755 IN THE SW¼ NE ¼ & NE¼ SE¼ OF SECTION 26, TOWNSHIP 86 NORTH, RANGE 8 WEST OF THE 5TH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA.

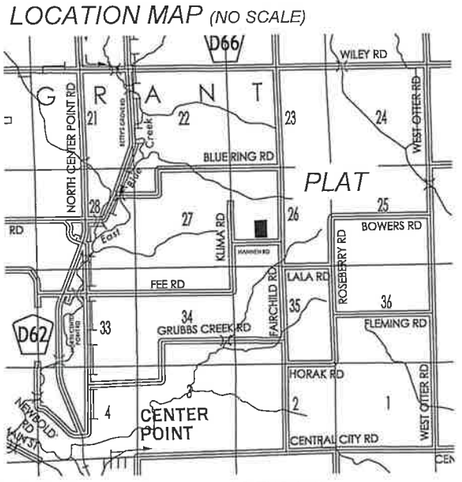
0 100 200 400

- BORDER
- CENTERLINE
- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY/ROW

OWNER: BERT ROSEBERRY ESTATE

PROPERTY LOCATION: 3921 HANNEN ROAD
CENTER POINT, IOWA 52213

LOCATION MAP (NO SCALE)



NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.
LOT A TO BE DEDICATED TO THE PUBLIC AS ROAD RIGHT OF WAY.

LICENSED LAND SURVEYOR
STEPHEN MICHAEL BRAIN
9647
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed: Date 7/17/23

Stephen Michael Brain, L.S.
My License Renewal Date is December 31, 2024
License Number 9647
Pages or sheets covered by this seal: THIS PAGE

DATE OF SURVEY: 4/24/23

Project No: 284923-35	Title: FINAL PLAT — ROSEBERRY FIRST ADDITION	BRAIN ENGINEERING, INC. (CIVIL · LAND DEVELOPMENT · SURVEYING · TRANSPORTATION)	Drawn: SMB 5/24/23	Book: DC
			Checked: 7/17/23	Scale: 1"=100'

K:\Proj\284923-35 Roseberry\284923-35 Roseberry First Addition.dwg, 7/17/2023 12:01:10 PM

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400
Return To: Linn County Auditor's Office, 935 2nd St. SW, Cedar Rapids, IA 52404 (319) 892-5300

RESOLUTION # _____

ESTABLISH NO PARKING ZONE

WHEREAS, Section 26-50 of the Code of Ordinances for Linn County, Iowa provides that the Linn County Board of Supervisors may designate no parking zones upon recommendation of the Linn County Engineer, and

WHEREAS, the Linn County Engineer recommends a no parking zone on a portion of Seminole Valley Road NE from the railroad crossing south 1,635 feet to the end of County right-of-way jurisdiction, and

WHEREAS, traffic is parking on the road when attending Xavier High School sporting events, and

WHEREAS, Seminole Valley Road NE has a traffic volume that parked cars on both sides is unsafe, and

NOW, THEREFORE BE IT RESOLVED by the Linn County Board of Supervisors that the east side of Seminole Valley Road NE, including all of the public rights-of-way adjacent thereto, shall be deemed no parking zones.

BE IT FURTHER RESOLVED, that the Highway Authority shall be responsible to erect signs as required by the ordinance and approved by the Linn County Engineer. See the attached location map.

Moved by Supervisor _____ Seconded by Supervisor _____
_____
that the above resolution be adopted this _ day of _____, 2023
by a vote of __ aye __ nay and _____ abstain from voting.

Supervisor

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____
Chairperson

_____
Vice Chairperson

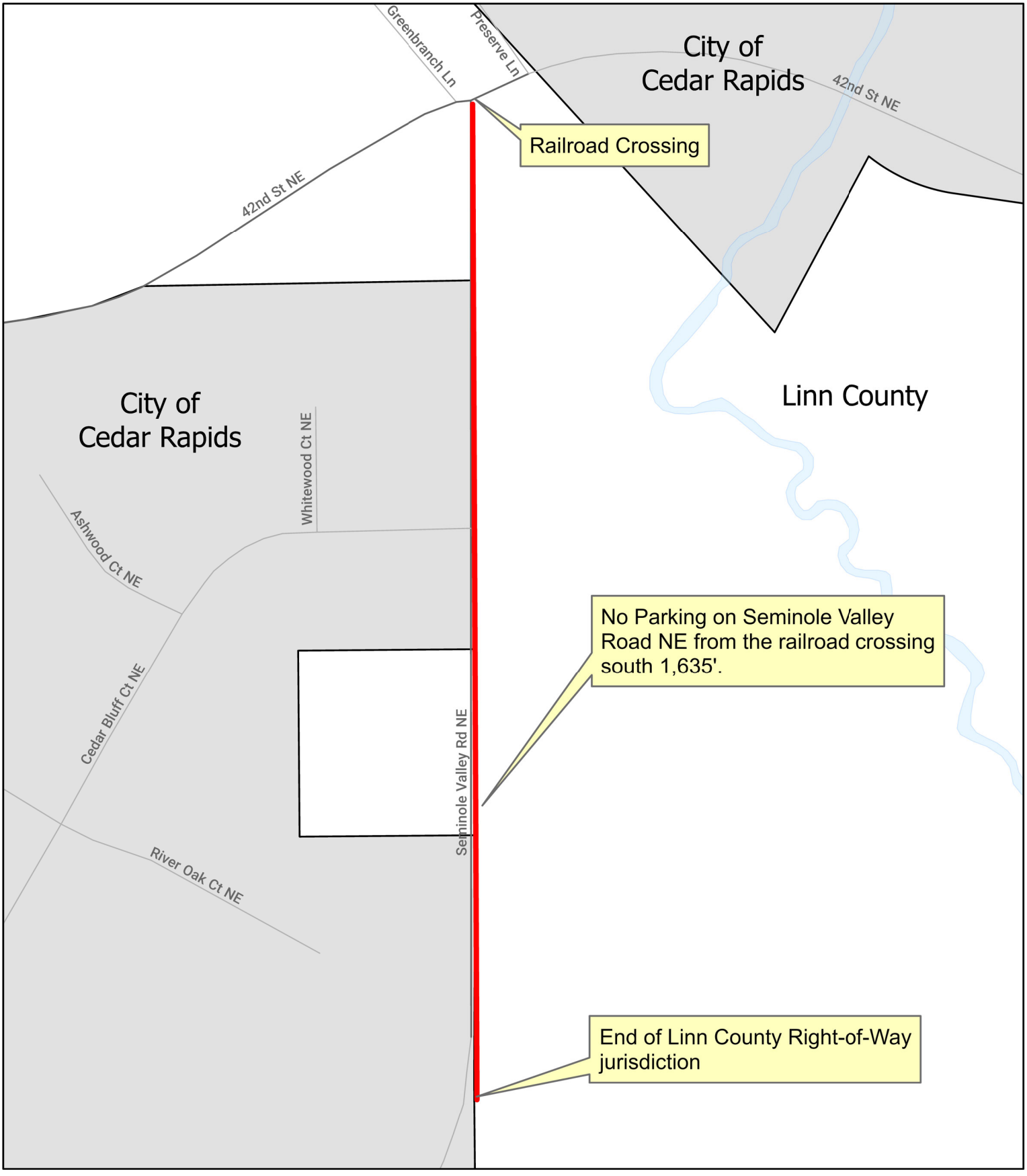
_____

ATTEST:

_____

Linn County Auditor

Seminole Valley Road NE
No Parking Zone
Linn County Secondary Road Department



Linn County Children's Mental Health Assistance Program
FY24 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Unity Point St Lukes Hospital ("Provider").

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

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

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

SECTION 1
Definitions

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

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Program Coordinator: The Linn County employee charged with overseeing the Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

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.

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.

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. 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 Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance 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. Provider shall provide records or copies of records at a cost of twenty-five cents ($.25) a page.

SECTION 3
Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County. If invoices are not submitted within one year of service delivery, provider may not collect payment from Linn County Individuals for those services/dates that a Linn County voucher was provided.

Provider must submit one invoice for each voucher which represents one full month of service for each client. Linn County will assume a voucher is fully utilized upon receipt of the related invoice.

Provider must return unutilized vouchers or provide a list of unutilized vouchers to the Program Coordinator at the beginning of the following month.

Provider must inform the Program Coordinator if there are services for a Linn County Individual that remain pending over 90 days from the original voucher service period. A list of pending service dates and codes must be provided to the Program Coordinator, to ensure the voucher remains active.

All communications detailed in this section that contain Protected Health Information are subject to Section 6.7.

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Linn County Hold Harmless and Indemnification. To the extent permitted by Iowa law and the Constitution of the State of Iowa, Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement. Linn County does not waive defenses available under Iowa Code Chapter 670.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6
Laws and Regulations

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

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn 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 Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

(A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be

held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.

(B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 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 Linn 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.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be renewed **June 30, 2024**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

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

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn 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 Children's Mental Health Assistance Program
Attention: Program Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 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:

Unity Point St. Luke's
Children Intensive Outpatient Services
4050 River Ridge Drive NE
Cedar Rapids, IA 52402

Attn: Carol Meade

Email: Carol.Meade@unitypoint.org
Phone: 319-368-5587
Fax: 319-378-6988

SECTION 8
Amendments

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

Section 8.2 Regulatory Amendment. Linn 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 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 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 Linn County.

Section 9.3 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 Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn 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 Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Survival. All provisions regarding indemnification, liability, and limits thereon, and confidentiality and/or protections of PHI shall survive the termination of this Agreement.

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

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Unity Point Health – St. Luke's

Signature: _____

Print Name: Mike Heinrich

Print Title: Chief Financial Officer

Date: August 22, 2023

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	**Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.**	**Enrolled Medicaid Provider with the Managed Care Organizations:** **Yes or No** *For each service listed below*	**Rate**
Group Psychotherapy 90853	Visit	Yes	62.84
Psychiatric service/therapy 90899 HO	Day/Visit	Yes	407.19
Psychiatric service/therapy S9480	Day/Visit	Yes	407.19

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement
Service Definitions and Rates

❖ NOTES:

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact (or other service delivery accepted by the Managed Care Organizations) with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact (or other service delivery accepted by the Managed Care Organizations)with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2023, through June 30, 2024. If the Agreement and Attachment A are received on or after August 1, 2023, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2024.

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

Linn County:	**Provider:**
	Unity Point Health – St. Luke's
Signature: _____	Signature: _____
Print Name: _____	Print Name: Mike Heinrich
Print Title: _____	Print Title: Chief Financial Officer
Date: _____	Date: August 22, 2023

Linn County Children's Mental Health Assistance Program
FY24 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Heart & Solutions LLC ("Provider").

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

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

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

SECTION 1
Definitions

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

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Program Coordinator: The Linn County employee charged with overseeing the Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

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.

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.

SECTION 2
Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. 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 Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance 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. Provider shall provide records or copies of records at a cost of twenty-five cents ($.25) a page.

SECTION 3
Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County. If invoices are not submitted within one year of service delivery, provider may not collect payment from Linn County Individuals for those services/dates that a Linn County voucher was provided.

Provider must submit one invoice for each voucher which represents one full month of service for each client. Linn County will assume a voucher is fully utilized upon receipt of the related invoice.

Provider must return unutilized vouchers or provide a list of unutilized vouchers to the Program Coordinator at the beginning of the following month.

Provider must inform the Program Coordinator if there are services for a Linn County Individual that remain pending over 90 days from the original voucher service period. A list of pending service dates and codes must be provided to the Program Coordinator, to ensure the voucher remains active.

All communications detailed in this section that contain Protected Health Information are subject to Section 6.7.

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Linn County Hold Harmless and Indemnification. To the extent permitted by Iowa law and the Constitution of the State of Iowa, Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement. Linn County does not waive defenses available under Iowa Code Chapter 670.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6
Laws and Regulations

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

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn 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 Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

(A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be

held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.

(B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 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 Linn 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.

SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be renewed **June 30, 2024**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

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

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn 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 Children's Mental Health Assistance Program
Attention: Program Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 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:

Heart and Solutions, LLC
PO Box 233
Grundy Center, IA 50638

Attention: Julie Johnson

Email: juliej@heartandsolutions.net
Phone: 1-800-531-4236
Fax: 319-483-6661

SECTION 8
Amendments

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

Section 8.2 Regulatory Amendment. Linn 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 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 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 Linn County.

Section 9.3 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 Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn 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 Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Survival. All provisions regarding indemnification, liability, and limits thereon, and confidentiality and/or protections of PHI shall survive the termination of this Agreement.

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

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Heart and Solutions, LLC

Signature: Dr Julie Johnson

Print Name: Julie Johnson

Print Title: President

Date: 08/21/2023

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	**Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.**	**Enrolled Medicaid Provider with the Managed Care Organizations:** **Yes or No** *For each service listed below*	**Rate**
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	yes	168.05
Psychotherapy, 30 minutes 90832 HO	Visit	yes	77.56
Psychotherapy, 45 minutes 90834 HO	Visit	yes	96.99
Psychotherapy, 60 minutes 90837 HO	Visit	yes	116.34

Attachment A

Linn County Children's Mental Health Assistance Program FY2024 Provider Agreement
Service Definitions and Rates

❖ NOTES:

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact (or other service delivery accepted by the Managed Care Organizations) with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact (or other service delivery accepted by the Managed Care Organizations)with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2023, through June 30, 2024. If the Agreement and Attachment A are received on or after August 1, 2023, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2024.

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

Linn County:	**Provider:**
	Heart and Solutions, LLC
Signature: _____	Signature: Dr Julie Johnson
Print Name: _____	Print Name: Julie Johnson
Print Title: _____	Print Title: President
Date: _____	Date: 08/21/2023

STATE OF IOWA DEPARTMENT OF
Health AND Human
SERVICES

CONTRACT #: 5884HC08	AMENDMENT #: 2
CONTRACTOR: Linn County Community Services	**PROJECT TITLE:** HIV Client Services Program

This contract is amended to add Federal Funding 0806 4DAP and remove Other Funding ORG 0804 4RWR from Article IX – Budget as follows:

Other Funding ORG 0804 4RWR = - $30,028.00
Federal Funding ORG 0806 4DAP = +$30,100.00

Article IX - Budget:

A. Case Management

		Approved amount for April 1, 2023 through June 30, 2023	Amendment 2	Updated funding available for July 1, 2023 through March 31, 2024
	Medical Case Management	$77,738.00	$0.00	$77,738.00
	Non-Medical Case Management	$204,945.00	$0.00	$204,945.00
	Brief Contact Management	$67,137.00	$0.00	$67,137.00
	Maintenance Outreach Support Services April 1, 2023 – June 30, 2023	$0.00	$0.00	$0.00
	Maintenance Outreach Support Services July 1, 2023 – March 31, 2024	$2,649.00	$0.00	$2,649.00
	Case Management Supplies	$12,861.00	$0.00	$12,861.00

B. Core Medical Services

	Early Intervention Services (EIS)	$0.00	$0.00	$0.00
	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	$18,468.00	$0.00	$18,468.00
	Home and Community-Based Health Services	$0.00	$0.00	$0.00

	Home Health Care	$0.00	$0.00	$0.00
	Medical Nutrition Therapy	$0.00	$0.00	$0.00
	Mental Health Services	$3,740.00	$0.00	$3,740.00
	Oral Health Care	$0.00	$0.00	$0.00
	Outpatient/Ambulatory Health Services (OAHS)	$0.00	$0.00	$0.00
	Substance Abuse Outpatient Care	$0.00	$0.00	$0.00

C. Support Services

	Child Care Services	$0.00	$0.00	$0.00
	Emergency Financial Assistance	$55,000.00	$0.00	$55,000.00
	Food Bank/Home Delivered Meals	$51,200.00	$0.00	$51,200.00
	Health Education/Risk Reduction	$0.00	$0.00	$0.00
	Housing	$158,815.00	$0.00	$158,815.00
	Linguistic Services	$2,640.00	$0.00	$2,640.00
	Medical Transportation	$42,084.00	$0.00	$42,084.00
	Other Professional Services	$0.00	$0.00	$0.00
	Outreach Services	$0.00	$0.00	$0.00
	Psychosocial Support Services	$0.00	$0.00	$0.00
	Referral for Health Care and Support Services	$42,850.00	$0.00	$42,850.00
	Substance Abuse Services (residential)	$0.00	$0.00	$0.00

D. Infrastructure Development

	Quality Management activities	$0.00	$0.00	$0.00
	Data Management activities	$0.00	$0.00	$0.00
	Planning and Coordination	$31,350.00	$0.00	$31,350.00
	Capacity Building	$4,000.000	$0.00	$4,000.00
	Supplies	$624.00	$0.00	$624.00

E. Benefit Coordination

	Benefit Coordination	$95,077.00	$0.00	$95,077.00

	Benefit Coordination Supplies	$624.00	$0.00	$624.00
Sub Total		$871,802.00	$0.00	$871,802.00
Administration		$87,108.00	+$72.00	$87,180.00
Total		$958,910.00	+72.00	$958,982.00

The amended contract amount on the face sheet shows an increase of $72.00. The new total contract is $958,982.00

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Agency:

By:_____
Ken Sharp, Operations Deputy
Division of Public Health

For and on behalf of the Contractor:

By:_____
Insert Date (required if not a digital signature): _____

MEMORANDUM OF UNDERSTANDING
Referencing MOU NO: 06-JD22-23F
for Provision of Fiscal Agent Services

This Memorandum of Understanding ("MOU") for the provision of certain Fiscal Agent Services for Wrap Around and Staff Development Funds is made and effective on October 1, 2023, by and between Juvenile Court Services, 6th District and Linn County Community Services, an agency of Linn County, Iowa; the parties agree as follows:

1.0 IDENTITY OF PARTIES.

A. Juvenile Court Services, 6th District, (referred to in this document as "JCS") is the recipient of transfer funds from the Criminal and Juvenile Justice Planning Division of the Iowa Department of Human Rights. The JCS's address is:

211 8th Avenue SW
Cedar Rapids, Iowa 52404-2132

B. Linn County Community Services (referred to in this document as "FA") is entering into this MOU to provide fiscal management services for the Wrap Around and Staff Development Funds issued to JCS. Fiscal Agent address is:

1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

2.0 DURATION OF MOU.

The term of this MOU shall be **October 1, 2023** through **September 30, 2024**, unless terminated earlier in accordance with the Termination section of this MOU.

3.0 PURPOSE.

The parties have entered into this MOU for the purpose of enabling FA to provide fiscal management services for the JCS's Wrap Around. As mentioned in Section 1, FA will provide services that include: a) reviewing reimbursement claims made by service providers; b) reviewing of JCS's budget form submitted with the reimbursement vouchers; c) making appropriate adjustments to reimbursements based on FA's review of the service providers' reimbursement requests and JCS's budget forms; d) making payment to service providers for allowed expenditures; and e) maintaining records of payments and balances for the Department's funds.

4.0 SCOPE OF SERVICES.

FA shall provide the following services in accordance with the defined performance expectations as set forth below:

A. Maintain documentation and issue payments from the JJYD Funds designated for JCS upon receipt of a properly completed request for reimbursement. This includes a General Accounting Expenditure (GAX) form that has been signed by the provider requesting reimbursement and authorized by the Chief Juvenile Court Officer, a Department of Human Rights Reimbursement Claim form and documentation that supports the claim. Before issuing payments, FA will review the reimbursement request including documentation, and the reimbursement claim to determine that the expenditure is allowable under the terms of the JJYD Program MOU between CJJP

and JCS. FA shall submit a properly completed GAX form and a Summary of Subcontract Expenses form to CJJP for reimbursement.

B. Maintain accounting records that at a minimum include the following:
   1. For each grant payment made as directed by JCS:
      a. The date the approved claim voucher and supporting documentation was received from JCS
      b. The name of the authorized JCS staff approving payment
      c. The name and mailing address of the payee
      d. The amount of the payment
      e. The check number or other unique identification of the payment

   2. Running balances for:
      a. The cumulative amount of payments issued
      b. The cumulative amount of returned payments reissued
      c. The cumulative amount of all payments canceled for any reason
      d. Available JCS funds that are not encumbered or otherwise allocated for payments made but not yet cashed.

C. Continue providing the services in this section until all of the Wrap Around and Staff Development Funds allocated to JCS are exhausted, the MOU expires, or is otherwise terminated as provided by the provisions for termination under the General Provisions of this MOU.

D. FA administration fee is based on the time required to complete the task.

5.0 DEFAULT AND TERMINATION.

A. **Termination for Cause**
   1. The occurrence of any one or more of the following events shall constitute cause for the either party to declare the other party in default of its obligations under this MOU:

      - Failure to observe any condition or perform any obligation created by the MOU; or
      - Failure to make substantial and timely progress toward performance of the MOU; or
      - Failure of the other party's work product and services to conform with any specifications noted herein.

   2. Notice of Default: If there is a default event caused by one of the parties, the party declaring the default shall provide written notice to the defaulting party requesting that the breach or noncompliance be remedied immediately. If the breach or noncompliance continues to be evidenced **fifteen (15)** days beyond the date of the written notice, the party declaring the default may do one or more of the following:

      - Immediately terminate the MOU without additional written notice; or,
      - Enforce the terms and conditions of the MOU and seek any legal or equitable remedies.

B. **Termination upon Notice**
   Either party may terminate this MOU, without penalty or incurring of further obligation, upon **thirty (30)** days written notice.

C. **Termination Due to Lack of Funds or Change in Law**
Either party shall have the right to terminate this MOU without penalty by giving **sixty (60)** days written notice to the other party as a result of any of the following:

- Adequate funds are not appropriated by the legislature to allow either party to operate as required and to fulfill its obligations under this MOU; or
- Funds are de-appropriated, not allocated, or if funds needed by either party, at that party's sole discretion, are insufficient for any reason; or
- Either party's authorization to conduct business is withdrawn or there is a material alteration in the programs either party administers; or
- Either party's duties are substantially modified.

D. **Delay or Impossibility of Performance**. Neither party shall be in default under this MOU if performance is delayed or made impossible by an act of God. The delay or impossibility must be beyond the control and without the fault or negligence of the defaulting party.

6.0 INDEMNIFICATION.
Each party agrees to defend, indemnify and hold the other party, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel, or the costs, fees, expenses and attorney fees of any action pursuant to Iowa Code Section 679A.19 related to or arising from:

A. Any violation of this MOU; or
B. Any negligent or intentional acts or omissions of one of the parties, its officers, owners, employees, agents, board members, contractors or subcontractors or any other person in connection with the goods or services provided under this MOU; or
C. Claims for infringement of patents, trademarks, trade secrets, or copyrights, or other intellectual property arising under this MOU; or
D. One of the parties' performance or attempted performance of this MOU; or
E. Any failure by one of the parties to comply with all local, state, and federal laws and regulations.

7.0 MOU ADMINISTRATION.
A. **Authorization**. Each party to this MOU represents and warrants to the other that:

1. It has the right, power and authority to enter into and perform its obligations under this MOU.
2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this MOU and this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

B. **Successors in Interest**. All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

C. **Cumulative Rights**. The various rights, powers, options, elections and remedies of either party provided in this MOU, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, or shall in any way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

D. **Severability**. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this MOU.

E. **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of this MOU.

F. **Third Party Beneficiaries**. There are no third party beneficiaries to the MOU. This MOU is intended only to benefit JCS and the FA.

G. **Not a Joint Venture**. Nothing in this MOU shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any MOU or create an obligation or liability on behalf of, in the name of, or binding upon another party to the MOU.

H. **Amendments**. This MOU may be amended in writing from time to time by mutual consent of the parties. All amendments to this MOU must be fully executed by both parties.

I. **Additional Provisions**. The parties agree that if an Addendum, Attachment or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

J. **Confidentiality**. Information of JCS that identifies clients and services is confidential. The FA and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the MOU. FA shall not use confidential information for any purpose other than carrying out FA's obligations under this MOU. The FA shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The FA may be held civilly or criminally liable for improper disclosure. FA shall promptly notify JCS of any request for disclosure of confidential information received by the FA.

K. **Headings or Captions**. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

L. **Integration**. This MOU represents the entire MOU between the parties and neither party is relying on any representation that may have been made which is not included in this MOU.

M. **Supersedes Former MOUs or Agreements**. This MOU supersedes all prior MOUs or Agreements between JCS and the FA for services and products provided in connection with this MOU.

N. **Counterparts**. The parties agree that this MOU has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

O. **Waiver**. Except as specifically provided for in a waiver signed by duly authorized representatives of JCS and the FA, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the MOU shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

P. **Obligations Beyond MOU Term**. This MOU shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this MOU. All obligations of JCS and the FA incurred or existing under this MOU as of the date of expiration, termination or cancellation will survive the termination, expiration, or conclusion of this MOU.

Q. **Notices**. Notices under this MOU shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this MOU shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to JCS:

Christopher Wyatt, Chief Juvenile Court Officer
6th Judicial District
211 8th Avenue, SW
Cedar Rapids, IA 52404-2132

If to FA:

Linn County Community Services, Executive Director
Linn County Community Services
Administrative Office
1240 26th Avenue Ct, SW
Cedar Rapids, IA 52404-3402

8.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above MOU and have caused their duly authorized representatives to execute this MOU.

State of Iowa, the 6th District of Juvenile Court Services

By: _____ Date: _____

Name: Christopher Wyatt

Title: Chief Juvenile Court Officer

Fiscal Agent

By: _____ Date: _____

Name: Louis Zumbach

Title: Chair of Linn County Board of Supervisors

MASTER SERVICES AGREEMENT

This Master Hosted Services Agreement ("**Agreement**"), effective as of the acceptance date of this Cost Proposal (the "**Effective Date**"), is entered into by and between ("**Customer**") and Foxster Opco, LLC, d/b/a CTS Software ("**CTS Software", "CTS**"), a North Carolina corporation, located at Post Office Box 57, Swansboro, North Carolina 28584. The parties agree as follows:

1. DEFINITIONS. Capitalized terms used but not defined elsewhere in this Agreement have the meanings set forth below.

1.1 "**Customer Data**" means data and information submitted by or for Customer into the Hosted Services.

1.2 "**Documentation**" means the user guides, technical literature, and functional specifications for the Services, as provided and updated by CTS from time to time.

1.3 "**Hosted Services**" means the applicable software services to be provided by CTS to Customer over the internet through a web browser or other CTS authorized application, as further described and set forth in an Order and this Agreement.

1.4 "**Order**" means an order form specifying the Service(s) and/or Devices to be provided hereunder that is executed by the parties, including any addenda and supplements thereto.

1.5 "**Professional Services**" means any consulting, development, implementation, configuration, training, support, or other professional services that are described in an Order. Hosted Services are not Professional Services.

1.6 "**Services**" means the Hosted Services and Professional Services. "Services" excludes Customer Data.

2. SERVICES.

2.1 Orders for Services. CTS will make the Services available to Customer in accordance with the terms and conditions of this Agreement and any applicable Order. In the event of a conflict between the terms of this Agreement and the terms of an Order, the terms of this Agreement will govern to the extent of the conflict unless the Order expressly states that it is intended to modify the conflicting terms of this Agreement, in which case the terms of the Order will govern to the extent of the conflict.

2.2 Orders for Devices. Customer may purchase Devices (as defined in Schedule 2) pursuant to the execution of an Order between the parties. The additional terms set forth on Schedule 2 will apply to such purchases.

2.3 Hosted Services. CTS will provide to Customer the Hosted Services specified in an Order. Customer will identify to CTS, in the manner specified by CTS from time to time, its employees that require access to the Hosted Services. CTS will provide standard support for the Hosted Services to Customer at no additional charge (including new releases, upgrades, updates, patches, and bug fixes as they may, from time to time, be developed and made generally available as part of the Services). CTS will provide the Hosted Services in accordance with the service level agreement set forth in Schedule 1.

2.4 Professional Services. If specified in an Order, CTS will provide Professional Services to Customer in accordance with the applicable Order. For example, upgrades to the Hosted Services that are requested and made available for the benefit of the Customer will not be offered at no additional charge. Such upgrades will be quoted by CTS upon written request from the Customer and memorialized in a signed Order for Professional Services. CTS will own any improvements, enhancements, configurations, or other derivative works to the Hosted Services made by CTS in connection with the Professional Services.

2.5 Service Delivery. CTS may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services. CTS may, in its sole discretion, make any changes to any Service that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of CTS' products or services to its customers, (b) the competitive strength of, or market for, CTS' products or services, (c) such Services' cost efficiency or performance, or (ii) to comply with applicable law.

2.6 Protection and Use of Customer Data. CTS will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include measures for preventing access, use, modification, or disclosure of Customer Data by CTS personnel except: (a) to provide the

Services, prevent or address service or technical problems, or as described herein; (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below; or (c) as Customer expressly permits in writing. Customer shall protect and maintain the confidentiality of any logins, passwords or other access credential supplied by CTS for use with the Services. Customer is liable for all authorized and unauthorized uses of such account credentials.

3. USE OF SERVICES AND CONTENT.

3.1 Customer Responsibilities. Customer will: (a) be responsible for its and its contractors' compliance with this Agreement and for all their acts and omissions of as if they were Customer's acts or omissions; (b) be responsible for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify CTS promptly of any unauthorized access or use of which Customer becomes aware; (d) use Services only in accordance with this Agreement, any applicable Order, and the Documentation; (e) comply with all laws applicable to Customer's use of the Services; and (f) promptly and fully cooperate with CTS and make the necessary personnel and resources available to CTS for CTS to deliver the Services, as reasonably requested by CTS.

3.2 Usage Restrictions. Customer will not: (a) use the Hosted Services outside the licensing metrics set out in the applicable Order (e.g., per user limitations), if any; (b) make any Service available to, or use any Service for the benefit of, anyone other than Customer; (c) lease, license, sell, sublicense or otherwise transfer its access to or use of the Services, or include any Service in a service bureau or outsourcing offering; (d) use or permit use of any Service in contravention of Section 3.4 (Prohibited Uses); (e) interfere with or disrupt the integrity or performance of any Service; (f) attempt to gain unauthorized access to any Service; (g) permit direct or indirect access to or use of any Service in a way that circumvents a usage limit; (h) copy a Service or any part, feature, function, or user interface thereof; (i) copy any Service except as permitted herein or in an Order or the Documentation; (j) frame or mirror any part of any Service; (k) access any Service in order to build a competitive product or service; or (l) reverse engineer any Service (to the extent this restriction is permitted by law).

3.3 Technical Requirements. Customer will need certain equipment, software, and Internet access to be able to access the Hosted Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Customer is responsible for ensuring that such equipment is compatible with the Services and complies with all configurations and specifications provided by CTS, which may be amended from time to time. CTS neither represents nor warrants that the Hosted Services will be accessible through all web browser releases or used with all operating systems.

3.4 Prohibited Uses. Customer will not and will not permit others in using the Services to: (a) defame, abuse, harass, stalk, threaten any individual or infringe or otherwise violate the legal rights (such as rights of privacy, publicity and intellectual property) of others or CTS; (b) distribute any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, or otherwise objectionable material or information (including any unsolicited commercial communications); (c) engage in or encourage any conduct that could constitute a criminal offense or give rise to civil liability for CTS; (d) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Services; (e) transmit or upload any material through the Services that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing CTS', or any other person's or entity's, network, computer system, or other equipment; (f) interfere with or disrupt the Services, networks or servers connected to the CTS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Services; (g) attempt to gain unauthorized access to the Services, other CTS customers' computer systems or networks using the Services through any means; or (h) interfere with another person's use of the Services. CTS has no obligation to monitor Customer's use of the Services. However, CTS reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request.

3.5 Removal of Content. If CTS is required by any third-party rights holder to remove any content or information, or receives information that any content or information provided to Customer may violate applicable law or third-party rights, CTS may remove such content or information and/or notify Customer that it must discontinue all use of such content or information, and to the extent not prohibited by law, Customer will do so and promptly remove such content or information from its systems.

4. PROPRIETARY RIGHTS AND LICENSES.

4.1 Reservation. CTS and its licensors reserve all of their rights, title, and interest in and to the Hosted Services and the Documentation, including all updated,

upgrades, or derivative works from the foregoing, and all intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement.

4.2 Access to Hosted Services. Subject to Customer's compliance with this Agreement and any Orders, CTS grants to Customer a non-exclusive, personal, non-transferable, limited license for its employees to access and use the Hosted Services and Documentation solely for Customer's internal business purposes.

4.3 Customer Data. As between CTS and Customer, Customer owns the Customer Data. Customer grants to CTS and its subcontractors a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit, translate, and otherwise use, disclose and process Customer Data for any lawful purpose, including but not limited to as reasonably necessary or useful to perform and improve the Services and for the exercise of CTS' rights under this Agreement and for scenarios including but not limited to data sharing to brokers and clearinghouses on behalf of the Customer. Customer warrants to CTS that Customer has the right to grant the foregoing license and provide Customer Data to CTS in accordance with this Agreement. CTS may anonymize and de-identify Customer Data so that it does not identify Customer or any individual, and cannot be used to identify Customer or any individual, for analytical and benchmarking purposes, for the development of new products and services, and to improve CTS' products and services.

5. FEES AND PAYMENT TERMS

5.1 Services Fees. For the Services provided under this Agreement, Customer will pay CTS the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, applicable fees will be invoiced to Customer annually in advance. Fees are non-cancelable and non-refundable. Unless otherwise agreed in an Order, Customer will pay all invoices net 15 or 25 days, depending on pricing, from the date of the CTS invoice. All fees paid and expenses reimbursed under this Agreement will be in United States currency. All standard fees will automatically increase by 3% per year after the five-year anniversary of the Effective Date of the Initial Term.

5.2 Late Fees. If any invoiced amount is not received by CTS by the due date, then, without limiting CTS' rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). CTS, at its option, may suspend the Services, in whole or in part, if CTS does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances. CTS shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with Customer's breach of its payment obligations.

5.3 Taxes. CTS Software's invoices for fees will include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**") unless official proof of tax-exempt status is provided.

5.4 No Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

6. NON-DISCLOSURE AND CONFIDENTIALITY.

6.1 Definition of Confidential Information. "**Confidential Information**" means information disclosed by a party to the other party that is designated as confidential or that reasonably should be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of CTS includes the Services and Documentation; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "**Disclosing Party**" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "**Recipient**" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents. Confidential Information does not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

6.2 Requirement of Confidentiality. The Recipient agrees that it will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided

that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know," who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 6; and (b) use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under this Agreement. The Recipient will promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. The obligations in this Section 6 will survive termination and continue for so long as the applicable information constitutes Confidential Information.

6.3 Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4 Feedback. Any feedback, comments, suggestions or proposed modifications to the Services provided by Customer to CTS may be freely used by CTS without limitation, notice, or duty of accounting.

7. THIRD PARTY SERVICES.

7.1 Integration with Third Party Services. The Hosted Services may contain features designed to interoperate with products, applications, or services not provided by CTS (collectively, each a "Third Party Service"). To use such features, Customer may be required to obtain access to such Third Party Service from its provider, and may be required to grant CTS access to Customer's account(s) on such Third Party Service. Customer shall provide, and shall cause the provider of the Third Party Service to provide, CTS with any reasonably requested information and materials needed to integrate the Third Party Service with the Services.

7.2 Permissions; Disclaimer. CTS does not warrant or support Third Party Service or other third-party products or services. If Customer chooses to use a Third Party Service with the Services, Customer grants CTS permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute Confidential Information) provided to CTS in connection with the Services as required for the interoperation of that Third Party Service with the Services. CTS is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third Party Service or its provider. Any acquisition by Customer of a Third Party Service, and any exchange of data between Customer and any Third Party Service or its provider, is solely between Customer and the applicable third-party provider. Further, CTS cannot guarantee the continued availability of any Service features that interoperate with Third Party Service, and may cease providing them without being in breach of this Agreement or entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to CTS.

8. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

8.1 Mutual Representations. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2 Services Warranties. CTS represents and warrants that it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Hosted Services will conform substantially in accordance with the Documentation under normal use and circumstances. Customer's sole remedy for breach of a warranty in this Section shall be to have CTS use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Customer.

8.3 Customer Warranties. Customer represents and warrants that (a) Customer will use, and will ensure that all users use, each Service in full compliance with this Agreement, CTS' end-user terms of use and all applicable laws and regulations; (b) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by any Service; (c) the provision and use of Customer Data as contemplated by this Agreement and any Service do not and shall not violate any Customer's privacy policy, terms- of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (d) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other

personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.4 Disclaimer.

(a) OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 7, CTS SOFTWARE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER REGARDING THIS AGREEMENT AND THE SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY CTS SOFTWARE. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CTS SOFTWARE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING CTS SOFTWARE.

(b) Customer acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods), (ii) CTS shall not be liable to Customer or any other entity or individual for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by or on behalf of the Customer or any such entity or individual in connection with this Agreement, including any personal injury or property damage claim or action, and (iii) Customer shall include this paragraph, or the substance thereof, in any agreements between Customer and any third party involving the Hosted Services or other CTS property.

9. LIMITATION OF LIABILITY.

9.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO CTS SOFTWARE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exceptions. The exclusions and limitations in Section 9.1 and Section 9.2 will not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 6 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 10 (Indemnification).

10. INDEMNIFICATION.

10.1 CTS Indemnification. CTS will defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party alleging that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of that third party (each, a "**Claim Against Customer**"), and will pay all settlements entered into and damages awarded against Customer as a result of a Claim Against Customer; provided, however, that CTS will have no obligations under this Section 10.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to CTS; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by CTS in writing; (c) any modifications or changes made to the Services by or on behalf of any person or entity other than CTS; (d) the use of any version of the Hosted Services other than the most current release made available by CTS; (e) Customer Data; or (f) Customer's breach of this Agreement, the Documentation, or the applicable Order(s). If a Service, or any part thereof, becomes, or in the opinion of CTS may become, the subject of a claim of infringement or misappropriation, CTS may, at its option: (x) obtain a license

for Customer's continued use of that Service in accordance with this Agreement; (y) replace or modify the Services so that they are no longer claimed to infringe or misappropriate; or (z) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Service.

10.2 Customer Indemnification. To the extent permitted by the laws of Iowa and the Iowa Constitution, Customer will defend CTS and its officers, directors, employees, agents, affiliates, successors and permitted assigns against any claim, suit, action or proceeding brought by a third party: (a) alleging that any information or materials provided by Customer (including Customer Data), or CTS' receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of that third party; (b) arising from Customer's breach of Section 3.2; (c) arising from Customer's failure to comply with applicable law; or (d) arising in connection with any event described in Section 8.4(b) or any from a dispute between Customer and any customer of Customer (each of (a) – (d), a "**Claim Against CTS Software**") and will pay all settlements entered into and damages awarded against CTS as a result of a Claim Against CTS. Customer does not waive its defenses available under Chapter 670 of the Code of Iowa.

10.3 Indemnification Procedures. The party seeking indemnification hereunder will promptly notify the indemnifying party in writing of a claim for which it seeks indemnification hereunder and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party will immediately take control of the defense and investigation of the claim and will employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party will not settle any claim hereunder in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 10.3 will not relieve the indemnifying party of its obligations under this Section 10 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11. TERM AND TERMINATION.

11.1 Term. This Agreement will commence on the Effective Date and will continue until the time which the last active Order has terminated or expired. The term of each Order will be specified in the applicable Order.

(a) Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, this Agreement may be terminated by either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party, with a material breach including Customer's failure to pay, when due, any fees due to CTS.

11.2 Effect of Termination or Expiration. The expiration (as distinct from the termination) of this Agreement will not terminate any Order that is then in effect and not otherwise terminated and, notwithstanding anything in this Section 11.2, the terms and conditions of this Agreement will continue in effect with respect to any such Order until its expiration or termination. Subject to the preceding sentence, upon expiration or termination of this Agreement for any reason: (a) all Orders hereunder will terminate, and all rights and licenses granted by CTS hereunder to Customer will immediately cease; and (b) Customer will immediately cease use of any Services and, within thirty (30) days after termination or expiration of this Agreement, return to CTS or, at CTS' written request destroy, all CTS Confidential Information in Customer's possession or control. The following sections of this Agreement will survive its termination or expiration: Section 1 (Definitions); Section 3.5 (Removal of Content); Section 4.1 (Reservation); Section 4.3 (Customer Data); Section 5 (Fees and Payment Terms); Section 6 (Non-Disclosure and Confidentiality); Section 8.3 (Disclaimer); Section 9 (Limitation of Liability); Section 11.2 (Effect of Termination); Section 11.3 (Portability and Deletion); and Section 12 (General).

11.3 Portability and Deletion. If Customer requests in writing within 30 days after the effective date of termination or expiration of this Agreement: (a) CTS will make Customer Data available to Customer for export or download and (b) CTS will return to Customer all Customer Confidential Information other than Customer Data in CTS' possession or control. After that 30-day period, CTS will have no obligation to maintain or provide any Customer Confidential Information, and will thereafter delete or destroy all copies of Customer Confidential Information in its systems or otherwise in its possession or control, unless legally prohibited.

12. GENERAL.

12.1 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. In the event any litigation or other action to

enforce the terms and conditions hereof is commenced by either party to enforce this Agreement, such litigation or action will be filed and litigated only in a court of competent jurisdiction located in the State of North Carolina. Each party waives any and all rights to have this action brought in any place other than the State of North Carolina.

12.2 Delay in Performance. If CTS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, CTS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and CTS' obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

12.3 Conflicting Terms in Customer Purchase Orders. Notwithstanding the content of any Customer purchase order or any other document or record generated by Customer (other than an executed Order), whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement will govern and any conflicting, inconsistent, or additional terms contained in such documents will be null and void.

12.4 Notice. All communications required or otherwise provided under this Agreement will be in writing and will be deemed given when delivered (a) by hand, (b) by registered or certified mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight courier service; to the address set forth for the applicable party on the first page of this Agreement, as may be amended by the party by written notice to the other party in accordance with this Section 12.4.

12.5 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign this Agreement, in whole, to a successor of all or substantially all of the assets of that party through merger, reorganization, consolidation or acquisition. If a party makes any attempted assignment, transfer or other conveyance in violation of the foregoing, the attempted assignment, transfer, or other conveyance will be null and void.

12.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same may not apply a presumption that the terms of this Agreement will be more strictly construed against one party than against another.

12.7 Severability. In case any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

12.8 Entire Agreement. This Agreement, including the schedules and exhibits hereto and Orders entered hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

12.9 Publicity. Customer agrees to serve as a customer reference for CTS. Additionally, Customer shall permit CTS to feature Customer in a press release upon execution of this Agreement and shall permit CTS to feature Customer in marketing materials following the implementation of the Hosted Services. CTS and Customer agree to collaborate on public announcements and marketing materials, and shall refrain from issuance or distribution of marketing materials without first obtaining the prior written consent of the other party, which shall not be unreasonably withheld.

12.10 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving.

12.11 Export. Customer shall not itself, or permit any third party, to, export, re-export or release, directly or indirectly, the Services to any country, jurisdiction or individual person to which the export, re-export or release of the Service (a) is prohibited by applicable law and associated regulations or (b) without first completing all required undertakings, including obtaining any necessary export license or other governmental approval. Customer indemnify and hold CTS harmless from any breach of this section.

12.12 Force Majeure. Neither party will be liable for delay or failure in performing any of its obligations (other than payment obligations) hereunder due to causes beyond its reasonable control, including an act of God, war, natural disaster, governmental regulations or orders, epidemics or

pandemics, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

12.13 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Usage Restrictions) or Section 6 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

12.14 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and, except as expressly set forth in Section 10 (Indemnification), nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

12.15 Relationship of Parties. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party will have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

12.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*Remainder of Page Intentionally Blank; Signature Page Follows*]

WITH THE INTENT TO BE BOUND, the parties have executed this Agreement as of the Effective Date.

Foxster Opco, LLC dba CTS Software	**Linn County Lifts**
By: _____	By: _____
Name: Adam Fox	Name: _____
Title: CEO	Title: _____
Date: _____	Date: _____

Schedule 1

Service Level Agreement

Service Levels. Subject to the terms and conditions of this Agreement, CTS will use commercially reasonable efforts to make the Hosted Services Available (as defined below) at least ninety-nine point nine percent (99.9%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Hosted Services to meet the Availability Requirement. "**Available**" and "**Availability**" mean the Hosted Services are available for access and use by Customer. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither will the Hosted Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer to access or use the Hosted Services that is due, in whole or in part, to any: (a) access to or use of the Hosted Services by Customer, or using Customer's access credentials, that does not strictly comply with this Agreement; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by CTS pursuant to this Agreement; (f) scheduled downtime for routine maintenance of which CTS has provided Customer at least 72 hours' prior notice via email or though the Hosted Services; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

PRICING ORDER

GENERAL INFORMATION	
Customer: Linn County Lifts	**Effective Date:**
Order Term: Five (5) year from Effective Date, and auto renewing for additional one (1) month periods unless a party notifies the other in writing of its intent to non-renew at least 30 days prior to the next Order Term.	

This Order (the "**Order**") is made and entered into as of the above "**Effective Date**" by and between **Foxster Opco, LLC, dba CTS Software** ("**CTS Software**", "**CTS**", "**Licensor**", "**we**", "**our**", or "**us**") and the Customer listed above ("**Customer**", "**Licensee**", **you**", or "**your**"). This Order is governed by the terms and conditions of the Master Services Agreement (the "**Master Contract**") executed between the parties and all capitalized terms not defined herein shall have the meaning provided in such Master Contract.

1. FEES:

1.1 The Licensee's chosen software, services, monthly fees, annual fees, and upfront fees if applicable are identified in the Pricing in Exhibit A.

1.2 Beginning on the Effective Date of the Agreement, Licensee shall pay Licensor the fees set forth in the Pricing in Exhibit A, which hereby is incorporated by reference herein for all Support Services (as defined in Schedule 1 of the Agreement)

a. If such fees are to be paid annually, payment will be due and payable within fifteen (15) days after receipt of the applicable invoice.
b. If Licensee elects to pay such fees monthly, Licensor will submit the monthly invoice via email on the first day of each month, and such fees shall be due and payable by the fifteenth day of such month.
c. Payments not received by the due date will be subject to late fees and suspension of Support Services.

1.3 Under terms of the Agreement, the Licensor will charge Licensee an additional fee per vehicle per month if the number of vehicles exceeds that noted on the Pricing in Exhibit A if applicable.

1.4 Under terms of the Agreement, the Licensor will charge Licensee an additional price per License/User ID per month if the number of licenses exceeds that noted on the Pricing in Exhibit A if applicable.

1.5 Full pricing and other details for any fees described in this Order are set forth in the Pricing in Exhibit A.

2 IMPLEMENTATION:

2.1 Licensor shall provide online setup and support services to Licensee unless onsite training has been selected and noted on the Pricing in Exhibit A. Five, one hour, remote training sessions are included in the System Set-Up fee shown on the Pricing in Exhibit A. This fee is nonrefundable. Online training and support services will be provided remotely, as determined by Licensor in its sole and exclusive discretion. Charges for such services shall be billed at the rate and quantity defined on the Pricing in Exhibit A.

2.2 Retraining of Licensee's employees shall be charged at Licensor's training rate ($150.00 per hour) with a one-hour minimum and will include reimbursement by Licensee of any and all expenses incurred by Licensor in connection therewith. Such charges shall be charged and billed separately and are in addition to all other charged fees.

3 ADDRESSES FOR NOTICES:

For Foxster Opco, LLC dba CTS Software ("Licensor"):
Foxster Opco, LLC dba CTS Software
Post Office Box 57
Swansboro, North Carolina 28584
Attn: Adam Fox, President
(910) 290-6300

Licensor has the right to change the address for notifications by notifying Licensee in accordance with the notice provisions of the Agreement.

4. **COMPLETE AGREEMENT:** This Order, Master Contract, and any terms of use, online click-through terms, elected by you or additional terms executed by the parties under the terms of the Master Contract comprise the entire understanding, agreement and representations of the parties with respect to the matters contained herein and supersedes all prior writings, discussions, representations, and understandings. In the event of a conflict between the terms of this Order and any written amendment, the document later in time will prevail. In the event of a conflict between the Master Contract and an Order, the Order will prevail. If the Order is silent on a particular issue, the Master Contract will govern.

CTS Software and Customer agree to the above terms and conditions and have signed the Order through their authorized representatives as of the Effective Date.

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement Order to be executed by its duly authorized representative to be effective as of the date executed by both Parties.

Foxster Opco, LLC dba CTS Software	**Linn County Lifts**
By:	By:
Printed Name: Adam Fox	Print Name:
Title: CEO	Title:
Date:	Date:

Exhibit A Pricing

The pricing below is valid for 30 days post the Effective Date of this Order and will be reevaluated at the time of contract renewal. All applicable sales and use tax will be applied in addition to the fees below unless official proof of tax exemption is supplied.

For: Linn County Lifts, IA	20	Vehicles	4	Licenses

Software	Unit Price	Unit	Quantity	Amount
TripMaster Software	$720	Vehicle	20	$14,400
TripScheduler Software Module	$400	Vehicle	20	$8,000
ParaScope - Tablet Software Application	$600	Vehicle	20	$12,000
Pre- and Post-Trip Inspections	Included	Vehicle	20	$0
TripReminder Module	$300	Vehicle	20	$6,000
TripPortal Module	$300	Vehicle	20	$6,000
TripBroker Integration Module	Included	Vehicle	20	$0
Licenses	$400	License	4	$1,600
			Software Total	$48,000

Implementation and Hardware Fees	Unit Price	Unit	Quantity	Amount
Data Acquisition, Conversion and Install	$1,000	Lot	1	Included
Remote System Set-up	$750	Lot	1	$750
Onsite Training	$3,000	Trips	1	$3,000
Onsite Travel Expenses	$700	Days	5	$3,500
			Implementation Total	$7,250

Monthly Maintenance and Support	Unit Price	Unit	Quantity	Amount
TripMaster Base Fee	$400	Lot	1	$400
License Fee	$20	License	4	$80
TripScheduler Vehicle Fee	$10	Vehicle	20	$200
ParaScope - Tablet Software Vehicle Fee	$12	Vehicle	20	$240
TripReminder Fee (1,000 Calls/Texts) Fee	$33	Batch	5	$165
Where's My Ride Vehicle Fee	$8	Vehicle	20	$160
TripPortal Module Annual Fee	$20	Vehicle	20	$400
			Monthly Fee Total	$1,645

Software, Implementation, and Training Total	$55,250
Annual Total	$19,740

3% increase to monthly/annual fee total at the end of the initial term

Cost Proposal

Pricing provided includes software and related services for a total fleet of 20 vehicles and 4 licenses (users) to access TripMaster with TripScheduler (Intelligent Automated Scheduling), ParaScope (driver application) with pre- and post-trip inspections, TripReminders with Where's My Ride, TripPortal (online and app-based passenger/delegate booking), Trip Broker Integrations, mapping/AVL and reporting. CTS Software is proposing one (1) onsite visit for in-person training totaling five (5) days based on the scope and size of the project, but these quantities are negotiable.

Optional modules and features are listed but not included in the quantity nor cost totals. These options include; TripMaintenance (preventative vehicle maintenance), TripPass (contactless diminishing balance), MicroTransit TripPay (online credit card processing), Map Overlays, Microtransit marketing packages (Silver, Gold, and Platinum), Bus Buzz (passenger complaint tracking app. Fixed/Deviated Fixed Route Module, and TripView (camera solution with software integration).

TripMaster is compatible with the existing in-vehicle hardware specified by Linn County Lifts. No additional in-vehicle equipment is needed based on our understanding of the project.

The duration of this contract is defaulted to five (5) years but if Linn County would prefer a longer term, that can be arranged and would extend the length of time before the 3% annual/monthly increase takes place.

30100-COMMUNICABLE DISEASE PREVENTION & CONTROL SERVICES

423906 FEDERAL GRANT (FEDERAL/STATE PASS-THRU): $120,961 from 3 grants

540031 ADVERTISING: $120,961 from 3 grants

1) PAVE (Partnering for Vaccine Equity) – NACCHO Grant $45,515
    a. NACCHO's PAVE project seeks to increase LHD's capacity to increase vaccination uptake and address inequities in influenza and COVID-19 vaccination coverage among racial and ethnic minority adults. This work will be achieved by collaborating with LHDs to identify and address barriers to vaccination, engage community stakeholders and influential messengers to support vaccine messaging, provide education and vaccine delivery at the community level, and facilitate relationships between vaccine providers and the community to increase vaccine confidence, access, and uptake opportunities.
2) Leveraging Pharmacies – NACCHO Grant $49,999
    a. NACCHO grant to develop, design, and implement a collaborative partnership between local health departments and local pharmacies to expand STI services and care. Findings will be shared broadly with STD programs across the country.
3) Harm Reduction – NACCHO Grant $25,447
    a. NACCHO grant to support the evaluation of STI/HR integration models and strategies.

All 3 grants were extended to give us the ability to use unspent funds in FY24.

30107-DIRECTLY OBSERVED THERAPY

423906 FEDERAL GRANT (FEDERAL/STATE PASS-THRU): $4,592 from 1 grant

540031 FEDERAL GRANT (FEDERA/STATE PASS-THRU): $4,592 from 1 grant

The Iowa Tuberculosis Control Program provides incentive funding to local public health agencies to perform directly observed therapy for suspected/confirmed cases of TB disease. Clinical benefits of DOT include significant reductions in disease relapse, treatment failure, and development of multidrug-resistant TB.

Federal grant extended to give us the ability to use unspent funds in FY24.

30035-HEALTHY BEHAVIORS BRANCH

423906 FEDERAL GRANT (FEDERAL/STATE PASS-THRU): $14,375 from 2 grants

548901 CONTRACT LABOR: $14,375 from 2 grants

1) $4,375 from NACCHO grant for community events

   a. NACCHO grant: Money was awarded to review and provide feedback for the updated guidance of the Mobilizing for Action through Planning and Partnerships (MAPP) framework. Funds were dispersed upon completion of the outlined deliverables to include participation in a kick off and progress call, reviewed Phase 3 MAPP guidance materials and submitted feedback, and at least one member of the team participated in a cross-community focus group. No additional deliverables or reporting is required following dispersal. The funds will be spent to support implementation of the Community Health Improvement Plan.

2) $10,000 for FY23 grant deliverables, bit to be spent by implementing community change to improve walkability in FY24
   a. Walkability Virtual Academy: A cross-sector team including members from the City of Cedar Rapids, Cedar Rapids Community School District, Corridor Metropolitan Planning Organization, Linn County Lifts, and Linn County Public Health were awarded the opportunity to attend a walkability virtual academy through the National Association of Chronic Disease Directors. With successful engagement of the team over the 10-week sessions and presentation of a local walkability implementation plan, the $10,000 was released to support an infrastructure improvement project related to walkability as outlined in the workplan developed throughout the virtual academy. While the deliverables occurred in FY23, the funds were not released until July of 2023.

33052-PREVAYL

423906 FEDERAL GRANT (FEDERAL/STATE PASS-THRU): $52,249

548901 CONTRACT LABOR: $52,449

Centers for Disease Control and Prevention (CDC) grant to address multiple forms of violence impacting adolescents and young adults in communities with high rates of violence.

Five year federal grant; not all spent in FY23

Purchase Order
#: PO509
9/7/2023

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov

Vendor

COLEMAN MOORE COMPANY
220 NEW YORK AVE
DES MOINES IA 50313
United States

TOTAL

$5,362.00

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	NICHOLE BROWN	(319) 892-6405	

Quantity	Units	Item	Description	Rate	Amount
2,160		EROSION CONTROL MATERIALS	CURLEX SEDIMENT LOGS (FT) 12" X 20' LOGS	$2.35	$5,076.00
11		EROSION CONTROL MATERIALS	WOODEN STAKES (BUNDLE) 1"X1" X24" CERTIFIED HARDWOOD	$26.00	$286.00

Memo: EROSION CONTROL MATERIALS - SEDIMENT LOGS

Total $5,362.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States

PO509

1 of 1

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

				Coleman Moore Company 220 New York Ave Des Moines, IA 50313 mjcoleman@colemanmoorecompany.com		Construction Materials 345 49th Ave Dr SW Cedar Rapids, IA 52404 dolson@constructionmaterialsinc.com		Ever-Green Landscape Nursery & Supply, Inc. 2762 N Center Point Rd Cedar Rapids, IA 52411 info@evergreeninc.com		Storm Water Supply 12100 210th St Davenport, IA 52806 earmstrong@stormwatersupply.net	
Erosion Control Materials **Results** 9/6/2023											
No.	**Product**	**Qty**	**UOM**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Curlex Sediment Log	2160	LF	$2.35	$5,076.00	$3.20	$6,912.00	$1.75	$3,780.00	$2.47	$5,335.20
4	Wooden Stakes	11	Bndl	$26.00	$286.00	$37.70	$414.70	$25.00	$275.00	$14.75	$162.25
	TOTAL				**$5,362.00**		**$7,326.70**	**	**$4,055.00**		**$5,497.45**

Ever-Green

bid equivalent product that is locally produced and approved by IDOT

**have used in the past and product was not satisfactory to employees for the type of use.

Storm Water Supply

Wood stakes quoted are 1"x1"x24", bundles of 25, wood is uncertified and subject to availability.

LINN COUNTY

PROCLAMATION

LATINO FESTIVAL DAY--SEPTEMBER 16, 2023

WHEREAS, National Hispanic Heritage Month, observed each year from September 15 to October 15, recognizes, honors, and celebrates the rich histories, diverse cultures, extraordinary contributions, and immeasurable achievements of people living in the United States whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America; and

WHEREAS, proclamations made by the President designating National Hispanic Heritage Month and by the Governor of Iowa designating Latino Heritage Month call on all people to observe the month through celebrations, ceremonies, activities, and programs that recognize the countless and invaluable ways that Hispanic and Latino people have and continue to influence and help shape our country and individual communities; and

WHEREAS, Latinos Unidos for Community Inclusion (LUCI) is a community organization in Linn County, Iowa committed to enhancing the lives of Latino families in Iowa by providing advocacy, educational services, development, and social responsibility awareness; and

WHEREAS, LUCI works through a variety of civic engagement, educational, economic development, and cultural programs to achieve its goals; and

WHEREAS, the annual Latino Festival is a celebration of Latin culture hosted for over ten years by LUCI in Cedar Rapids, Iowa to bring the community together to celebrate and experience the richness and diversity of the Latin American culture with live music, performances, dancing, and food from a variety of countries; and

WHEREAS, the annual Latino Festival, the biggest celebration of its kind in Cedar Rapids, will take place on September 16, 2023; and

WHEREAS, Linn County wishes to join with Hispanic and Latin people and communities in their annual celebration.

NOW, THEREFORE, we, the Linn County Board of Supervisors, Iowa, do hereby recognize and proclaim September 16, 2023, as **Latino Festival Day** in Linn County and encourage residents to become more aware of the significance of this celebration of culture and the heritage of our county.

Linn County Board of Supervisors

_____

Chairperson

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LITHO. IN U.S.A.

LINN COUNTY

PROCLAMATION

DÍA DEL FESTIVAL LATINO--16 DE SEPTIEMBRE DE 2023

POR CUANTO, el Mes Nacional de la Herencia Hispana, que se celebra cada año del 15 de septiembre al 15 de octubre, reconoce, honra y celebra las ricas historias, las diversas culturas, las contribuciones extraordinarias y los logros inconmensurables de las personas que viven en los Estados Unidos cuyos antepasados vinieron de España, México , el Caribe, Centroamérica y Sudamérica; y

POR CUANTO, las proclamaciones hechas por el Presidente designando el Mes Nacional de la Herencia Hispana y por el Gobernador de Iowa designando el Mes de la Herencia Latina llaman a todas las personas a observar el mes a través de celebraciones, ceremonias, actividades y programas que reconocen las innumerables e invaluables formas en que los hispanos y los latinos las personas han influido y siguen influyendo y ayudando a dar forma a nuestro país y a nuestras comunidades individuales; y

CONSIDERANDO que Latinos Unidos para la Inclusión Comunitaria (LUCI) es una organización comunitaria en el condado de Linn, Iowa, comprometida a mejorar las vidas de las familias latinas en Iowa brindando defensa, servicios educativos, desarrollo y concientización sobre responsabilidad social; y

POR CUANTO, LUCI trabaja a través de una variedad de programas de participación cívica, educativos, de desarrollo económico y culturales para lograr sus objetivos; y

POR CUANTO, el Festival Latino anual es una celebración de la cultura latina organizada durante más de diez años por LUCI en Cedar Rapids, Iowa, para reunir a la comunidad para celebrar y experimentar la riqueza y diversidad de la cultura latinoamericana con música en vivo, actuaciones, bailes, y comida de una variedad de países; y

POR CUANTO, el Festival Latino anual, la celebración más grande de su tipo en Cedar Rapids, se llevará a cabo el 16 de septiembre de 2023; y

POR CUANTO, el condado de Linn desea unirse a las personas y comunidades hispanas y latinas en su celebración anual.

AHORA, POR LO TANTO, nosotros, la Junta de Supervisores del Condado de Linn, Iowa, por la presente reconocemos y proclamamos el 16 de septiembre de 2023 como **Día del Festival Latino** en el condado de Linn y alentar a los residentes a ser más conscientes de la importancia de esta celebración de la cultura y el patrimonio de nuestro condado.

Junta de Supervisores del Condado de Linn

_____

Chairperson

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