

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, July 26, 2023

10 a.m.

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

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

Consent Agenda

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

Approve and authorize Chair to sign a Vacancy Form requesting a Universal Clerk change from a part time position to a full time position for the Treasurer's Department.

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending June 30, 2023 in the amount of \$3,077.75. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of \$11,755.00.

Resolutions

Resolution approving Temporary Use Permit, Case PTU23-0004, Karl Haible, owner; and Dave Barrette, petitioner; requesting permission to hold the Bold Off-Road Dirt Drags event at 812 Iowa Ave, Palo IA.

Resolution approving a Private Burial Site Maintenance Agreement approving a private burial site at 3362 Stone City Rd: request by property owners Jacob Merfeld and Russell Merfeld.

Resolution to set a public hearing for Monday, August 14, 2023, at 10:00 am to determine whether Linn County will vacate right-of-way along a portion of Old Center Road located in section 14-82-07.

Resolution to set a public hearing for Monday, August 14, 2023, at 10:00 am to determine whether Linn County will vacate excess right-of-way and convey to Stacy S & Nathaniel R Ross whatever interest Linn County may have in vacated right-of-way along a portion of Green Ridge Road in section 20, township 82 and range 05.

Contract and Agreements

Authorize Colonel Doug Riniker to electronically sign on behalf of the Board of Supervisors Chair the Fiscal Year 2023 Equitable Sharing Agreement and Certification

Award bid and authorize Chair to sign a contract for fuel tanks and pumps for the new District 1 Shop to Acterra Group, Inc. in the amount \$36,985.00 for the Secondary Road Department.

Approve and authorize Chair to sign "Adopt-A-Roadside" for Farmers State Bank to adopt North Alburnett Rd from County Home Rd to Alburnett city limits

Approve and authorize Chair to sign a Purchase of Service Agreement between Linn County and Area Substance Abuse Council for Residential Substance Abuse Treatment beds effective July 1, 2023 through June 30, 2024

Approve and authorize Chair to sign the following Linn County Fiscal Year 2024 Provider and Participation Agreement for Substance Abuse Commitment Agreements, for the period of July 1, 2023 through June 30, 2024 with the following Agencies:

- Associates for Behavioral Healthcare,
- Mercy Medical Center,
- Unity Point St. Lukes Hospital

Award bid and approve purchase order PO497 in the amount of \$683,626.00, to Thompson Truck & Trailer Inc., for two 2025 International Tandem Axle Trucks for the Secondary Road Department.

Award bid and approve purchase order PO498 in the amount of \$879,580.00, to Martin Equipment of IA-IL Inc., for two 2023 John Deere Motor Graders for the Secondary Road Department.

Licenses & Permits

Approve 5 Day Special Class C Retail Alcohol License for Snowdrifters, Inc. for the Big Town Showdown Truck and Tractor Pull Saturday, August 19, 2023, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes Discuss and decide on meeting minutes.

Claims Discuss and decide on claims.

Provide Fiscal Year 2023 Quarter Four Update on Linn County Mental Health Access Center

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.



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Jill Hansen

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Universal Clerk

DEPARTMENT: Treasurer

SHIFT/HOURS: 7:30-4:30 p.m.

NUMBER OF POSITIONS: 1

VACANCY DATE: 6/23/23

NEW POSITION FUNDING SOURCE(S):

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

Existing Budget (no new tax askings)

☐ GRANT FUNDING

Difference between .75 and 1.0 salary

☒ OTHER: .75 to 1.0 FTE

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]

7/21/23

DEPARTMENT HEAD

DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

7-20-23
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

7/21/2023
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY AUDITOR'S OFFICE

Joel Miller | Auditor

Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5300

LinnCounty.org

**AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS**

April 1st, 2023 to June 30th, 2023

Elections Reports	\$	321.21
Elections: Reimbursements of Local Elections	\$	1,764.46
Elections: Misc. Fees	\$	0.00
Elections: Grant	\$	0.00
Maps and Supplies	\$	27.26
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	1.92
Purchasing Card Rebate	\$	0.00
Plat Survey Fees	\$	19.15
Book and Materials	\$	0.00
Liquor Licenses	\$	843.75
Cigarette Permits	\$	100.00

Total On Deposit with the County Treasurer	\$	<u>3,077.75</u>
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Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	\$	<u>\$11,755.00</u>
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I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending June 30th, 2023.

A handwritten signature in blue ink, appearing to read 'Joel Miller', written over a horizontal line.
Joel Miller, Linn County AuditorA handwritten date in blue ink, '24 JUL 2023', written over a horizontal line.
Date

Prepared by and to be returned to: MIKE TERTINGER, Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, Karl Haible, owner; and Dave Barrette, petitioner; case PTU23-0004, have requested the Linn County Board of Supervisors' permission to operate the Bold Off-Road Dirt Drags event, located at 812 Iowa Ave, Palo, Iowa.

AND WHEREAS, this request has been determined to be a new, temporary use event, thereby requiring Board of Supervisors review and approval via resolution per Article V, Section 107-93, §(c);

AND WHEREAS, temporary uses that occur on an annual basis may thereafter be administratively renewed without Board of Supervisors action, provided there are no new discernable impacts from the original approved use;

AND WHEREAS, the Linn County Technical Review Committee has examined the application and all conditions of approval are listed as part of this Resolution;

AND WHEREAS, the temporary use application has been examined by the Linn County Board of Supervisors at a public meeting on July 24, 2023, all interested persons having been heard;

AND WHEREAS, the Board of Supervisors makes the following Findings of Facts:

1. Planning & Development received the Temporary Use Permit application on Wednesday, June 21, 2023.
2. The parcel is currently zoned AG (Agricultural) containing 19.45 acres.
3. The subject parcel has a Rural Land Use Map designation of NMUSA (Non-Metro Urban Service Area).
4. The outdoor event will be held on Saturday July 29, 2023, from 9am to 7pm.
5. Setup for the event will begin on Saturday July 29 at 8am, and tear down will begin at 7pm.
6. Alcoholic beverages will not be served at the event.
7. A food station selling hamburgers, hotdogs and bottled water will be on-site.

8. Two portable restrooms and two hand washing stations will be onsite.
9. Parking is available on site for approximately 50 participants, 100 spectators and 20 volunteers.
10. Appropriate licensing, permits and insurance are required by various departments.

AND WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

LINN COUNTY PLANNING & DEVELOPMENT – Zoning Division

1. The Temporary Use may be reviewed at any time during the duration of the permit to ensure that all conditions have been or are being met.
2. Bold Off-Road, c/o Dave Barrette has provided evidence of liability insurance coverage for the event dates, through insurance provider Motorists Insurance Agency, Inc.
3. Signage shall conform to Article V, Section 107-94, subsection (j). Temporary off site signs may be allowed, provided that:
 - a. No sign is placed on public property, or within a road right-of-way.
 - b. Sign size shall not exceed 16 sq. ft., or 6' in width, nor 5' in height.
 - c. All temporary signs are required to be removed on the day following the final event date.
4. The owner and petitioner shall sign an "Acceptance of Conditions" form which provides assurance that all conditions will be met prior to the Board of Supervisors Resolution of Approval, and specifically agrees to hold Linn County harmless from any and all damages or claims for damages that might arise or accrue by reason of approval of the Temporary Use permit by the Linn County Board of Supervisors. Further, by signing the "Acceptance of Conditions" form, the petitioner shall agree to allow employees of the County reasonable access to the property for inspection and for submission of documents to verify any additional information.

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. All electrical wiring shall be in compliance with the National Electrical Code.
2. Existing structures, tents and temporary event structures to be used for the event, in excess of 400 sq. ft. are required to meet building code requirements.

LINN COUNTY RISK MANAGEMENT

1. Certificate of Insurance with Linn County and its employees listed as additional insured (\$1,000,000 limit).
2. A map of the proposed route with roads/streets identified.
3. Signed hold harmless agreement (to be provided by Linn County).
4. A copy of the participants release which must include "Linn County and its employees" names on the release or other suitable language.

LINN COUNTY CONSERVATION DEPARTMENT

1. No conditions to be met.

LINN COUNTY ENGINEERING DEPARTMENT

1. Event organizers responsible for providing appropriate traffic control.
2. Access to the event shall be limited to existing entrance on Iowa Ave. Ingress or egress to Blairs Ferry Rd shall be prohibited.
3. No parking allowed on Blairs Ferry Rd or any county roadways.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Contact Linn County Public Health (892-6000) if selling food and/or beverages at the event. Either a temporary foodservice license shall be applied for or a licensed mobile unit hired to provide food at the event.
2. Continuously maintain all requirements of the Health Department throughout the event.
3. Portable toilets are required, and hand-washing stations are strongly recommended.

LINN COUNTY SHERIFF'S OFFICE

1. Applicant is responsible for traffic control.
2. An after-hour's call list shall be supplied to the Linn County Sheriff's Office for emergency situations.
3. If a traffic problem would occur, contact shall be made to the Linn County Sheriff's Office to help alleviate the problem.
4. Traffic control is to be provided by the applicant during operation.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio, or other applicable weather alert device, is required to be available on site and in use at any time the public is using the facility.
2. The applicant shall submit a Severe Weather Plan for approval by the Linn Co. Emergency Management Agency.

WHEREAS, failure to submit and/or comply with any of the conditions in a timely manner will revoke this Temporary Use Permit.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said temporary use is hereby approved.

Passed and approved this 26th day of July 2023.

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

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 and ___ Absent from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 26th of July, 2023.

Notary Public State of Iowa

Prepared by and to be returned to: Mike Tertinger, Linn County Planning & Development, 935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100; Phone: (319) 892-5130

RESOLUTION APPROVING A PRIVATE BURIAL SITE MAINTENANCE AGREEMENT

RESOLUTION # _____

WHEREAS, This BURIAL SITE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into by and between landowners, Jacob Merfeld, and Russell Merfeld, actual owners along with their wives who are signing as spouse to accommodate this transaction, (collectively the "owners") and Linn County, Iowa ("County") (collectively the "Parties") on July, __, 2023.

AND WHEREAS, said Private Burial Site Maintenance Agreement has been found to conform to the requirements of the Linn County Unified Development Code, Article VI Sec. 107-114. § (o)

AND WHEREAS, Jacob and Russell Merfeld were instructed by their father, Timothy Merfeld, to bury him on a portion of the foregoing property which they jointly owned with him. They enter this Agreement to carry out his desire and to describe the responsibility for the preservation and protection of the burial site, as well as identify a means of access to and from such burial or grave site and further, identify current and future visitors to the burial site who may use such access.

AND WHEREAS, The Owners and the County agree to the creation of this Burial Site Maintenance Agreement which identifies Jacob Merfeld and Russell Merfeld, or current and future deed holder(s) of the property, as the persons responsible for the preservation and protection of the burial or grave site. Access to the gravesite is reserved for the descendants of Timothy Merfeld, their spouses, and future deed holders. Jacob Merfeld and Russell Merfeld, the current deed holder(s) of the property, grant a perpetual easement to access the gravesite. A pedestrian easement will start at Prairie Chapel Road and go north as marked on Exhibits A & B to the gravesite.

AND WHEREAS, Linn County requires this Agreement to provide constructive notice to all current and future owners of the property heretofore described, as well as those who have any other interest therein, the property being designated as a private burial site, which is provided for in the County's Unified Development Code, specifically Article VI, Sections 107-114 §(o).

AND WHEREAS, Jacob Merfeld and Russell Merfeld shall file this Burial Site Maintenance Agreement with the Linn County, Iowa Recorder to provide constructive notice of the maintenance responsibility for and location of the grave site on Exhibit "A" and to designate the property as a private burial site pursuant to the requirements of the County's Unified Development Code. "Owners" or current deed holders of the property agree to hold the County harmless for all cost, liability or expense incurred for such preservation and protection of the burial or grave site.

NOW, THEREFORE, BE IT RESOLVED, by the Linn County Board of Supervisors that said Private Burial Site Maintenance Agreement is hereby approved.

Passed and approved this 26th day of July 2023.

Linn County Board of Supervisors

Aye:

Nay:

Abstain:

Absent:

Supervisor

Supervisor

Supervisor

Attest:

Joel Miller, Linn County Auditor

State of Iowa)
) SS
County of Linn)

I, Joel Miller, County Auditor of Linn County, Iowa and Secretary to the Board of Supervisors, 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 26th day of July 2023.

Notary Public State of Iowa

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

RESOLUTION #_____

SET PUBLIC HEARING TO VACATE EXCESS RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under the authority of §306, Code of Iowa, to dispose of the right, title, interest, estate, and claim of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, shall vacate the right-of-way described as:

LEGAL DESCRIPTION

A portion of Section 14, T. 85N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:

The west 130 feet of the east 690 feet of Old Center Road right-of-way lying west of the east line of the SE 1/4 SE 1/4 of said Section 14.

Said vacated area = 0.21 acres more or less, subject to easements and restrictions of record or use.

and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will vacate all interest Linn County, Iowa, may have in the above-described parcel of right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held Monday, August 14, 2023, at 10:00am, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, on July 26, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Linn County Auditor

Chairperson

Vice Chairperson

Supervisor

STATE OF IOWA)
COUNTY OF LINN)SS

I, _____, County Auditor of Linn County, Iowa, Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

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

RESOLUTION #_____

SET PUBLIC HEARING TO VACATE EXCESS RIGHT-OF-WAY AND FOR CONVEYANCE OF THE VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under the authority of §306, Code of Iowa, to dispose of the right, title, interest, estate, and claim of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, shall vacate the right-of-way described as:

LEGAL DESCRIPTION

A part of the SW ¼ SE ¼ of Section 20, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows: Commencing as a point of reference at the S ¼ corner; thence N01°20'02"W along the west line of said SW ¼ SE ¼, 1170.15 feet; thence N57°33'26"E, 136.84 feet to the Point of Beginning; thence N56°38'31"E, 79.53 feet to the east right-of-way line of Green Ridge Road; thence SE-ly along said east right-of-way line on an arc of 281.36 feet of a 633.00-foot radius curve to the right, having a chord length of 279.05 feet bearing S40°32'18"E; thence S27°48'16"E along said east right-of-way line, 87.43 feet; thence N49°35'31"W, 378.99 feet to the Point of Beginning, containing 0.46 acres
and

WHEREAS, property owners, listed in the table below, owners of real property adjacent to the above-described parcel of vacated right-of-way desire to obtain, through Quitclaim deed, whatever right, title, interest, estate, and claim Linn County may have in the above-described parcel of vacated right-of-way.

No.	Property Owner	Legal Description
1	Stacy S & Nathaniel R Ross	N 36RDS W 45RDS SW SE E OF RDS

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will vacate all interest Linn County, Iowa, may have in the above-described parcel of right-of-way.

BE IT FURTHER RESOLVED THAT the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to the above listed property owners, whatever right, title, interest, estate, and claim Linn County, Iowa, may have in the above-described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held Monday, August 14, 2023, at 10:00am, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2nd St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, on July 26, 2023.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:

Linn County Auditor

Chairperson

Supervisor

Supervisor

STATE OF IOWA)
COUNTY OF LINN)SS

I, _____, County Auditor of Linn County, Iowa, Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: IA0570000
Agency Name: Linn County Sheriff's Office
Mailing Address: 310 2nd Ave SW
Cedar Rapids, IA 52404

Type: Sheriff's Office

Agency Finance Contact

Name: Riniker, Douglas
Phone: 3198926102

Email: doug.riniker@linncounty.org

Jurisdiction Finance Contact

Name: Jindrich, Dawn
Phone: 319-892-5116

Email: Dawn.Jindrich@linncounty.org

ESAC Preparer

Name: Riniker, Douglas
Phone: 3198926102

Email: doug.riniker@linncounty.org

FY End Date: 06/30/2023

Agency FY 2024 Budget: \$29,800,865.39

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$337,768.15	\$65,662.80
2	Equitable Sharing Funds Received	\$6,157.22	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$2,381.78	\$442.33
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$8,539.00	\$442.33
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$346,307.15	\$66,105.13

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Unsen, Brian
Company: Eide Bailly
Phone: 5635561790

Email: Bunsen@eidebailly.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Gardner, Brian D.

Title: Sheriff

Email: Sheriff@linncounty.org

Signature: Submitted Electronically

Date: 07/14/2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Zumbach, Louis

Title: Chair-- Board of Supervisors

Email: Louis.Zumbach@linncountyiowa.gov

Signature: Submitted Electronically

Date: 07/14/2023

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

2023 Fuel Tank RFP Results

Vendor	Type	Cost	Note
Acterra Group, Inc. PO Box 160, 220 35th Street Marion, IA 52302 319-377-6357 tac@acterragroup.net	Diesel Gas Labor Total	\$ 14,675.00 \$ 10,135.00 \$ 12,175.00 \$ 36,985.00	
Evora Petroleum Solutions 1690 All State Court West Des Moines, IA 50265 515-256-8814 cobrien@evora-group.com	Diesel Gas Labor Total	\$ 16,342.00 \$ 11,053.00 \$ 16,600.00 \$ 43,995.00	
Newberry Tanks & Equipment, LLC 205 N Walker Avenue West Memphis, AR 72301 270-315-1163 tashton@newberrytanks.com	Diesel Gas Labor Total	\$ 21,476.26 \$ 14,763.09 \$ 23,459.34 \$ 59,698.69	Quote submitted by Senaca Companies 7241 Gaines Street CT Davenport, IA 52806 563-332-8000
Central Petroleum Equipment Company 109 Terrace Drive Blue Grass, IA 52726 563-381-5092 cpec@cpeconline.com	Diesel Gas Labor Total	\$ 30,787.20 \$ 21,529.20 \$ 22,548.00 \$ 74,864.40	
F & W Service Company Inc. 665 51st Street Marion, IA 52302 319-377-6718 FWSERVICECO@AOL.COM	Diesel Gas Labor Total	\$ - \$ - \$ - \$ -	No Quote

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 7/10/2023

To: Linn County Board of Supervisors

Re: Fuel Tanks for New District 1 Shop

I request to purchase fuel tanks and pumps from the Acterra Group for \$36,985.00.

The Secondary Road Department, along with the Purchasing Department conducted an RFP for fuel tanks per the Linn County Procurement Policy.



The quote from the Acterra Groups meets Linn County Secondary Road Department specifications and was the low quote.

Purchase Order to:

Acterra Group, Inc.
ATTN: Tony Cooper
PO Box 160, 220 35th Street
Marion, IA 52302
319-377-6357
tac@acterragroup.net



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449
LinnCounty.org

THA
7/17/23

**LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302**

**APPLICATION TO
"ADOPT-A-ROADSIDE"**

FOR OFFICE USE ONLY

Permit Number _____
County Road Name _____

NEW RENEWAL GIS# _____

**TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY
FARMERS STATE BANK**

Name of Sponsor (Organization, Group or Individual) _____

Signature of Contact Person *Heather Cook* *FSB*

117 N MAIN AVE, PO BOX 159 ALBURNETT, IA 52202

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319-730-7043 E-Mail Address heathercook@fsbmail.net

The proposed work is located on NORTH ALBURNETT (COUNTY AREAS ONLY) Road
from COUNTY HOME ROAD to ALBURNETT CITY LIMITS

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

X Litter removal Enhancement Planting* Other (describe) SEE ATTACHED MAP

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.
7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the

traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from August 1, 2023 until August 1, 2025. If this agreement includes litter removal the Sponsor agrees to pickup litter 2 (times) per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

FOR OFFICE USE ONLY

Recommended for Approval [Signature]
Linn County Engineer

Date 7/18/23, 20

Approved _____
Linn County Board of Supervisors

Date _____, 20



42.148020 -91.638063 Degrees

PURCHASE OF SERVICE AGREEMENT
Between
THE AREA SUBSTANCE ABUSE COUNCIL
And
LINN COUNTY

The period of this Agreement shall be July 1, 2023 through June 30, 2024.

Area Substance Abuse Council (ASAC) will reserve Residential Substance Abuse Treatment beds for the immediate placement of Linn County residents who are referred as the result of a Substance Abuse Commitment Hearing.

ASAC and the Judicial Referee will jointly agree on placement of committals in these beds.

The Judicial Referee will determine the appropriate length of committal for each client. Clients who stay beyond this committal length may do so but the additional days will not be counted in calculating Linn County's payment. Linn County will pay for a maximum of thirty (30) days for each client.

Payment will be made only for clients who have legal residence of Linn County. Payment for this period will be set at **\$45.62** per day.

ASAC will invoice Linn County for the period of July 1, 2023 through December 31, 2023 and again for the period of January 1, 2024 through June 30, 2024. ASAC will invoice the county within ninety days of the close of the six-month periods, referenced in the preceding sentence. For each of these two invoices, ASAC will list the name of the committal client and the length of stay and will calculate a total charge. Linn County will reimburse ASAC the calculated total charge for each client with a per client maximum of the county's rate for 30 days.

LINN COUNTY

By: _____

Print Name: _____

Print Title: _____

Date: _____

AREA SUBSTANCE ABUSE COUNCIL

By: Stephanie Boesenberg

Print Name: Stephanie Boesenberg

Print Title: Executive Director

Date: 6/12/2023

Address: 3601 16th Avenue SW

Cedar Rapids, IA 52404

Phone: 319-390-4611

Fax: 319-390-4381

Email: sboesenberg@asac.us

Linn County FY24 Provider and Program Participation Agreement for Substance Abuse Commitments

THIS AGREEMENT (the "Agreement") is by and between Linn County and **Associates for Behavioral Healthcare** ("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. Substance Abuse (SA) Commitment services are funded by Linn County and Administered by Linn County Community Services (LCCS). Linn County is interested in contracting with Provider to purchase SA Commitment 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 Substance Abuse services and is interested in contracting with Linn County to provide Substance Abuse 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.

Linn County Individual: A person who has a Court Ordered SA Commitment filed.

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 Contracted Services. Provider shall provide SA Commitment Services to each Linn County Individual who has a Court Ordered SA Commitment to receive such services to the extent designated in Attachment A, Service Definitions and Rates (contracted services). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide contracted 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 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

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims/invoices to LCCS for reimbursement, in a mutually agreed upon format, for the Linn County Individual.

Section 3.2 Compensation to Provider. Provider agrees to accept payment from Linn County for contracted services provided to Linn County Individuals under this Agreement as payment in full, less any insurance payments or other amount due from Linn County Individuals for such services. Compensation for contracted services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

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. 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.

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 mental health and developmental disabilities 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 contracted 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 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 6.6 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 reviewed **June 30, 2026**, 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 any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

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

Section 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 contracted services 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 Community Services
Attention: Financial Management Director
1240 26th Avenue Court SW
Cedar Rapids, IA 52404-3402

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:

Associates for Behavioral Healthcare
Attn: Robin Flaughner or Tom Kremer
1510 Boyson Road
Hiawatha, IA 52233

Email: robin.flaughner@unitypoint.org or tom.kremer@unitypoint.org
Phone: 319-396-1066
Fax: 319-396-8779

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 10

Linn County Terms and Conditions

Section 10.1 Reimbursements. If the Provider receives reimbursement from any other source as payment for the care of a client, the total amount of payments shall be subtracted from the amount requested from Linn County as reimbursement for care. A copy of the reimbursement check must be made available if requested by Linn County.

Section 10.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

Section 10.3 Medicaid Eligibility. Provider claims will be adjusted for those clients whose services had been paid by the County during a period in which the client was eligible for Medicaid. The amount of the adjustment will be equal to the amount paid by the County during the Medicaid eligibility period for services delivered within 11 months prior to the adjusted claim paid date.

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

Linn County:

By: _____

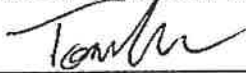
Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Associates for Behavioral Healthcare

By:  _____

Print Name: Tom Kremer

Print Title: Director

Date: 8/12/23

Attachment A

Linn County FY2024 Provider and Program Participation Agreement for Substance Abuse Commitments

Service Definitions and Rates

Service Description Please include a Service Title. CPT Codes plus Modifiers must be identified, if applicable.	Unit of Service Hour, Day, ½ day, Month or Contact	Rate
Substance Abuse – Commitment Evaluation CPT: 99223, 99222 or 99221 ✓	Day of Admission (1 time)	218.63 ✓
Substance Abuse – Commitment Prep/Hearing/Testimony CPT: 99075 ✓	Per Hearing (1 time)	175.00 ✓

Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).

☒ Amerigroup Iowa, Inc.
☒ Iowa Medicaid Enterprise

☒ Iowa Total Care

**Attachment A
Continued**

**Linn County FY2024 Provider and Program Participation Agreement
Substance Abuse Commitments**

Service Definitions and Rates

❖ **NOTES:**

- Services should be billed by CPT Code and Modifier.
- 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 Attachments 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:

Signature: _____

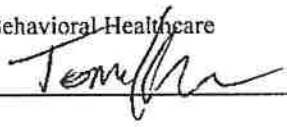
Print Name: _____

Print Title: _____

Date: _____

Provider:

Associates for Behavioral Healthcare

Signature:  _____

Print Name: Tom Kremer

Print Title: Director

Date: 6/12/2023



Mental Health/
Disability Services of the
East Central Region

Provider Contract: Service and Rate Attachment – FY2024 ✓

Effective July 1, 2023 – June 30, 2024

Provider: ABBE Management Corporation
Dba Associates for Behavioral Healthcare
1510 Boyson Road
Hiawatha, IA 52233

CSN#3189

Chart of Acct #	Procedure Code	Service	Approved FY2023 Rate	Unit of Service	Approved FY2024 Rate
74300	99075 AF	Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist	\$175.00	Flat Rate	\$175.00 ✓
73319	99221 AF	Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min	\$218.63	Flat Rate	\$218.63 ✓
73319	99222 AF	Inpatient, Initial Hosp Care, Moderate (99222 AF) Psychiatrist 50 min	\$218.63	Flat Rate	\$218.63 ✓
73319	99223 AF	Inpatient, Initial Hosp Care, High (99223 AF) Psychiatrist 70 min	\$218.63	Flat Rate	\$218.63 ✓

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

1. ECR is responsible for funding only those services and supports authorized in accordance with provisions described in the ECR Management Plan and identified in the Annual Service and Budget Plan of ECR Funded Services.
2. For ECR eligible services, all Medicaid/MCO floor rates will be honored unless a MH/DS of the East Central Region rate is established with a cost report.
3. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service:
____ Amerigroup Iowa, Inc. ____ Iowa Total Care
4. ECR's MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider-enrolled and non-contracted MCO's.
5. Provider shall guard the security of all PHI, including ePHI by using recognized methods of encryption in transmitting ePHI and other confidential information to MH/DS of the East Central Region.
6. Provide Psychiatric services due to a committal and/or voluntary admission exclusive of medical doctor charges. The per diem is for a maximum of two days on Emergency Orders (excluding weekends and holidays).
7. Application to the East Central Region by the individual patient must be received by the Region for payment consideration. Individual must meet income and resource guidelines.
8. Provider shall assist the Region and its representatives to obtain signed Regional applications, Releases of Information, and other necessary forms. The forms are necessary to fund Psychiatrists and other Commitment costs including the Hospital, if applicable.
9. Commitments: ECR will pay up to hearing date. Payment may be continued for up to 5 days after the hearing date subject to collaboration with ECR staff. Insurance must be billed and necessary appeals completed. Voluntary hospitalizations are only a covered service with appropriate prescreening by a QMHP with copy of the prescreening provided to the ECR before payment will be made. People served must meet the County's financial eligibility guidelines.

Linn County FY24 Provider and Program Participation Agreement for Substance Abuse Commitments

THIS AGREEMENT (the "Agreement") is by and between Linn County and Mercy Medical Center,
Cedar Rapids, Iowa ("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. Substance Abuse (SA) Commitment services are funded by Linn County and Administered by Linn County Community Services (LCCS). Linn County is interested in contracting with Provider to purchase SA Commitment 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 Substance Abuse services and is interested in contracting with Linn County to provide Substance Abuse 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.

Linn County Individual: A person who has a Court Ordered SA Commitment filed.

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 Contracted Services. Provider shall provide SA Commitment Services to each Linn County Individual who has a Court Ordered SA Commitment to receive such services to the extent designated in Attachment A, Service Definitions and Rates (contracted services). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide contracted 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 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

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims/invoices to LCCS for reimbursement, in a mutually agreed upon format, for the Linn County Individual.

Section 3.2 Compensation to Provider. Provider agrees to accept payment from Linn County for contracted services provided to Linn County Individuals under this Agreement as payment in full, less any insurance payments or other amount due from Linn County Individuals for such services. Compensation for contracted services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

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. 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.

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 mental health and developmental disabilities 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 contracted 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 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 6.6 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 reviewed **June 30, 2026**, 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 any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

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

Section 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 contracted services 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 Community Services
Attention: Financial Management Director
1240 26th Avenue Court SW
Cedar Rapids, IA 52404-3402

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:

Mercy Medical Center, Cedar Rapids, Iowa

Attn: President & CEO

701 10th Street SE
Cedar Rapids, IA 52403

With copy to: General Counsel

Contact Person: Mary Tharp
Email: MTharp@mercyare.org
Phone: 319-221-8876
Fax: 319-369-4673

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 10

Linn County Terms and Conditions

Section 10.1 Reimbursements. If the Provider receives reimbursement from any other source as payment for the care of a client, the total amount of payments shall be subtracted from the amount requested from Linn County as reimbursement for care. A copy of the reimbursement check must be made available if requested by Linn County.

Section 10.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

Section 10.3 Medicaid Eligibility. Provider claims will be adjusted for those clients whose services had been paid by the County during a period in which the client was eligible for Medicaid. The amount of the adjustment will be equal to the amount paid by the County during the Medicaid eligibility period for services delivered within 11 months prior to the adjusted claim paid date.

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

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Mercy Medical Center, Cedar Rapids, Iowa

By: _____

Print Name: Timothy Quinn MD

Print Title: CEO

Date: 7/6/23

Attachment A

Linn County FY2024 Provider and Program Participation Agreement for Substance Abuse Commitments

Service Definitions and Rates

Service Description Please include a Service Title. CPT Codes plus Modifiers must be identified, if applicable.	Unit of Service Hour, Day, ½ day, Month or Contact	Rate
MERCY MEDICAL CENTER		
Provide Detoxification Services due to a Substance Abuse committal, exclusive of medical doctor charges. The per diem is from date of filing through date of hearing (not to exceed 7 days). The per diem is for a maximum of 2 days on Emergency Orders.	Day ✓	\$780.23 ✓
MERCY FAMILY COUNSELING (billing provider)		
Substance Abuse – Commitment Admission CPT: 99222 & 99221 ✓	Day of Admission (1 time)	\$195.14 ✓
Substance Abuse – Commitment Prep/Hearing/Testimony CPT: 99075	Per Hearing ✓ (1 time)	\$175.00 ✓

Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).

☒ Amerigroup Iowa, Inc.
☒ Iowa Medicaid Enterprise

☒ Iowa Total Care

**Attachment A
Continued**

**Linn County FY2024 Provider and Program Participation Agreement
Substance Abuse Commitments**

Service Definitions and Rates

❖ **NOTES:**

- Services should be billed by CPT Code and Modifier.
- 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 Attachments 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:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Mercy Medical Center, Cedar Rapids, Iowa

Signature: _____

Print Name: Timothy Quarn MD

Print Title: LEO

Date: 7/6/23



Mental Health/
Disability Services of the
East Central Region

Provider Contract: Service and Rate Attachment – FY2024 ✓

Effective July 1, 2023 – June 30, 2024

Provider: Mercy Medical Center
701 10th Street SE
Cedar Rapids, IA 52403

CSN#3303

Chart of Acct #	Procedure Code	Service	Approved FY2023 Rate	Unit of Service	Approved FY2024 Rate
42305	90791 HO	Psych diag eval w/NO medical (90791 HO) MASTER	\$279.11	Flat Rate	\$279.11
42306	90792 AF/SA	Psychiatric diagnostic evaluation w/med services - Psychiatrist (AF) or ARNP (SA)	\$270.98	Flat Rate	\$270.98
42305	90832 HO	Psychotherapy 30 min (90832 HO) MASTER	\$56.21	Flat Rate	\$56.21
42305	90834 HO	Psychotherapy 45 min (90834 HO) MASTER	\$112.43	Flat Rate	\$112.43
42305	90837 HO	Psychotherapy 60 min (90837 HO) MASTER	\$149.53	Flat Rate	\$149.53
43301	96132 HP	Neuropsychological testing (96132 HP) PhD – first hour	\$139.58	Hourly	\$139.58
43301	96133 HP	Neuropsychological testing (96133 HP) PhD – each additional hour	\$139.58	Hourly	\$139.58
74300	99075 AF ✓	Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist	\$175.00	Flat Rate	\$175.00 ✓
42306	99213 AF	Office Visit Estab, Low (99213 AF) Psychiatrist 15 min	\$69.79	Flat Rate	\$69.79
42306	99213 SA	Office Visit Estab, Low (99213 SA) ARNP 15 min	\$69.79	Flat Rate	\$69.79
42306	99214 AF	Office Visit Estab, Moderate (99214 AF) Psychiatrist 25 min -	\$139.58	Flat Rate	\$139.58
42306	99214 SA	Office Visit Estab, Moderate (99214 SA) ARNP 25 min	\$120.33	Flat Rate	\$120.33
73319	99218 AF	Inpatient, Initial Observ Care, Low (99218 AF) Psychiatrist 30 min (fka) Initial Medical Exam Physician	\$195.54	Flat Rate	\$195.54
73319	99221 AF ✓	Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min (fka) Admission Day Psychiatrist	\$195.14	Flat Rate	\$195.14 ✓
73319	99233 AF	Inpatient Subsequent Hosp Care, High (99233 AF) Psychiatrist 55 min	\$65.04	Flat Rate	\$65.04
32329	S9123 TD	Nursing Care in home, hourly (S9123 TD) RN (in coordination w/CSP service) (fka) SCL/CSP (Home Care) G0154	\$52.04	Hourly	\$52.04
73319	✓	Inpatient, Hospital rate per diem	\$780.23	Daily	\$780.23 ✓

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

Linn County FY24 Provider and Program Participation Agreement for Substance Abuse Commitments

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. Substance Abuse (SA) Commitment services are funded by Linn County and Administered by Linn County Community Services (LCCS). Linn County is interested in contracting with Provider to purchase SA Commitment 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 Substance Abuse services and is interested in contracting with Linn County to provide Substance Abuse 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.

Linn County Individual: A person who has a Court Ordered SA Commitment filed.

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 Contracted Services. Provider shall provide SA Commitment Services to each Linn County Individual who has a Court Ordered SA Commitment to receive such services to the extent designated in Attachment A, Service Definitions and Rates (contracted services). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide contracted 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 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

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims/invoices to LCCS for reimbursement, in a mutually agreed upon format, for the Linn County Individual.

Section 3.2 Compensation to Provider. Provider agrees to accept payment from Linn County for contracted services provided to Linn County Individuals under this Agreement as payment in full, less any insurance payments or other amount due from Linn County Individuals for such services. Compensation for contracted services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

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. 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.

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 mental health and developmental disabilities 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 contracted 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 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 6.6 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 reviewed **June 30, 2026**, 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 any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

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

Section 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 contracted services 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 Community Services
Attention: Financial Management Director
1240 26th Avenue Court SW
Cedar Rapids, IA 52404-3402

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. Lukes Hospital
Attn: Carol Meade and Deb Miller
1026 A Avenue NE
Cedar Rapids, IA 52402

Email: carol.meade@unitypoint.org and deb.miller@unitypoint.org
Phone: 319-368-5587
Fax: 319-368-5691

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 10
Linn County Terms and Conditions

Section 10.1 Reimbursements. If the Provider receives reimbursement from any other source as payment for the care of a client, the total amount of payments shall be subtracted from the amount requested from Linn County as reimbursement for care. A copy of the reimbursement check must be made available if requested by Linn County.

Section 10.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

Section 10.3 Medicaid Eligibility. Provider claims will be adjusted for those clients whose services had been paid by the County during a period in which the client was eligible for Medicaid. The amount of the adjustment will be equal to the amount paid by the County during the Medicaid eligibility period for services delivered within 11 months prior to the adjusted claim paid date.

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 St. Lukes Hospital

By: Michael G. Heinrich

Print Name: Michael G. Heinrich

Print Title: Executive VP, CFO

Date: 6-15-23

Attachment A

Linn County FY2024 Provider and Program Participation Agreement for Substance Abuse Commitments

Service Definitions and Rates

Service Description Please include a Service Title. CPT Codes plus Modifiers must be identified, if applicable.	Unit of Service Hour, Day, ½ day, Month or Contact	Rate
Provide Detoxification Services due to a Substance Abuse committal, exclusive of medical doctor charges. The per diem is from date of filing through date of hearing (not to exceed 7 days). The per diem is for a maximum of 2 days on Emergency Orders.	Day	✓ \$772.50 ✓
Substance Abuse – Commitment Admission CPT: 99221	Day of Admission (1 time)	✓ \$193.21 ✓
Substance Abuse – Commitment Prep/Hearing/Testimony CPT: 99075	Per Hearing (1 time)	✓ \$ 175.00 ✓

Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).

✓ Amerigroup Iowa, Inc.
✓ Iowa Medicaid Enterprise

✓ Iowa Total Care

**Attachment A
Continued**

**Linn County FY2024 Provider and Program Participation Agreement
Substance Abuse Commitments**

Service Definitions and Rates

❖ NOTES:

- Services should be billed by CPT Code and Modifier.
- 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 Attachments 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:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Unity Point St. Lukes Hospital

Signature: 

Print Name: Michael B. Heinrich

Print Title: Executive V.P., CFO

Date: 6-15-23



Provider Contract: Service and Rate Attachment – FY2024

Effective July 1, 2023 – June 30, 2024

Provider: St. Luke's Hospital
1026 A Avenue E
Cedar Rapids, IA 52406

CSN#3835 & 6070

Chart of Acct #	Procedure Code	Service	Approved FY2023 Rate	Unit of Service	Approved FY2024 Rate
73319		Inpatient, <i>Hospital rate per diem</i>	\$772.50	Daily	\$772.50
42305	90791 HO	Psych diag eval w/NO medical (90791 HO) MASTER	\$122.45	Flat Rate	\$122.45
42306	90792 SA	Psych diag eval w/med srvc (90792 SA) ARNP	\$303.99	Flat Rate	\$303.99
42305	90832 HO	Psychotherapy 30 min (90832 HO) MASTER	\$61.22	Flat Rate	\$61.22
42305	90832 SA	Psychotherapy 30 min (90832 SA) ARNP	\$77.30	Flat Rate	\$77.30
42305	90834 HO	Psychotherapy 45 min (90834 HO) MASTER	\$122.45	Flat Rate	\$122.45
42305	90834 SA	Psychotherapy 45 min (90834 SA) ARNP	\$154.61	Flat Rate	\$154.61
43301	96132 HP	Neuropsychological testing (96132 HP) PhD – first hour	\$122.45	Hourly	\$122.45
43301	96133 HP	Neuropsychological testing (96133 HP) PhD – each additional hour	\$122.45	Hourly	\$122.45
43301	96132 TECH	Neuropsychological testing (96132 TECH) Technician	\$122.45	Hourly	\$122.45
43301	96133 TECH	Neuropsychological testing (96133 TECH) Technician	\$122.45	Hourly	\$122.45
42306	99211 TD	Office Visit Estab, Minimal (99211 TD) RN 5 min	\$75.96	Flat Rate	\$75.96
42306	99213 SA	Office Visit Estab, Low (99213 SA) ARNP 15 min	\$75.96	15 Min	\$75.96
42306	99214 SA	Office Visit Estab, Moderate (99214 SA) ARNP 25 min	\$77.28	Flat Rate	\$77.28
73319	H0035	Partial Hospital Program (H0035) per diem	\$215.22	Daily	\$215.22
41307	S9123 TD	Nursing Care in home, hourly (S9123 TD) RN (in coordination w/CSP service)	\$56.67	Flat Rate	\$56.67
42305	S9480	Outpatient Intensive Psych Service (S9480) per diem	\$50.24	Daily	\$50.24
42305		Psychotherapy, Group CORE intense 1.5 Hours	\$169.95	Flat Rate	\$169.95
74300	99075 AF	Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist	\$175.00	Flat Rate	\$175.00
73319	99218 AF	Inpatient, Initial Observ Care, Low (99218 AF) Psychiatrist 30 min	\$193.60	Flat Rate	\$193.60

		(fka Initial Medical Exam Physician)			
73319	99219 AF	Inpatient, Initial Observ Care, Moderate (99219 AF) Psychiatrist 50 min (fka Initial Medical Exam Physician)	\$193.60	Flat Rate	\$193.60
73319	99220 AF	Inpatient, Initial Observ Care, High (99220 AF) Psychiatrist 70 min (fka Initial Medical Exam Physician)	\$193.60	Flat Rate	\$193.60
73319	99221 AF ✓	Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99222 AF	Inpatient, Initial Hosp Care, Moderate (99222 AF) Psychiatrist 50 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99223 AF	Inpatient, Initial Hosp Care, High (99223 AF) Psychiatrist 70 min (fka Admission Day Psychiatrist)	\$193.21	Flat Rate	\$193.21
73319	99231 AF	Inpatient Subsequent Hosp Care, Low (99231 AF) Psychiatrist 15 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40
73319	99232 AF	Inpatient Subsequent Hosp Care, Moderate (99232 AF) Psychiatrist 25 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40
73319	99233 AF	Inpatient Subsequent Hosp Care, High (99233 AF) Psychiatrist 55 min (fka Daily Care Psychiatrist)	\$64.40	Flat Rate	\$64.40

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

1. ECR is responsible for funding only those services and supports authorized in accordance with provisions described in the ECR Management Plan and identified in the Annual Service and Budget Plan of ECR Funded Services.
2. For ECR eligible services, all Medicaid/MCO floor rates will be honored unless a MH/DS of the East Central Region rate is established with a cost report.
3. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for reimbursement through Iowa Medicaid fee-for-service: Om Amerigroup Iowa, Inc. Om Iowa Total Care
4. ECR's MH/DS fund will not be used to subsidize the cost of services provided to recipients of non-provider-enrolled and non-contracted MCO's.
5. Provider shall guard the security of all PHI, including ePHI by using recognized methods of encryption in transmitting ePHI and other confidential information to MH/DS of the East Central Region.
6. Provide Psychiatric services due to a committal and/or voluntary admission exclusive of medical doctor charges. The per diem is for a maximum of two days on Emergency Orders (excluding weekends and holidays).
7. Application to the East Central Region by the individual patient must be received by the Region for payment consideration. Individual must meet income and resource guidelines.
8. Provider shall assist the Region and its representatives to obtain signed Regional applications, Releases of Information, and other necessary forms. The forms are necessary to fund Psychiatrists and other Commitment costs including the Hospital, if applicable.
9. Commitments: ECR will pay up to hearing date. Payment may be continued for up to 5 days after the hearing date subject to collaboration with ECR staff. Insurance must be billed and necessary appeals completed. Voluntary hospitalizations are only a covered service with appropriate prescreening by a QMHP with copy of the prescreening provided to the ECR before payment will be made. People served must meet the County's financial eligibility guidelines.
10. ECR will not subsidize Medicaid. Co-pays and deductibles assigned by Medicaid or any third party payer may be funded but Regional payment will not exceed the difference between the contracted rate and insurance payment. ECR will not pay when Medicaid or other 3rd party decertifies.

11. Provider must assist consumers in applying for presumptive eligibility for Medicaid.
12. Children must meet SED diagnosis for consideration of funding.

Carol Meade 5/31/23
Signature Date

Carol Meade
Printed Name

Carol. meade@unitypoint.org 319.368.5587
Email Phone Number

Secondary Name (If applicable)

Secondary Email (If applicable) Phone Number

Mae Hingtgen km 5/31/23
Date

MHDS of the East Central Region
Mae Hingtgen, CEO
mhingtgen@ecriowa.us

Purchase Order

#: PO497

7/19/2023

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



Vendor

THOMPSON TRUCK & TRAILER
INC
7820 6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$683,626.00

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) 892-6400	

Quantity	Units	Item	Description	Rate	Amount
2		EQUIPMENT - SECONDARY ROADS	2025 INTERNATIONAL TANDEM AXLE TRUCK MODEL - HV613 SBA AS PER QUOTE - EST DELIVERY - Q1 2025	\$341,813.00	\$683,626.00

Memo: TANDEM AXLE TRUCKS (2) PER SPECIFICATIONS

Total

\$683,626.00

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



PO497

2023 Tandem Axle Truck Results

DEALER	MANUFACTURER/MODEL	EACH	TOTAL
Thompson Truck & Trailer 7820 6th Street SW Cedar Rapids, IA 52404 563-320-7450 jkayser@thompsontruck.com	International Henderson Equipment	\$ 341,813.00	\$ 683,626.00
Truck County 8415 6th Street SW SW Cedar Rapids, IA 52404 319-365-0531 dylanstepleton@truckcountry.com	Freightliner Henderson Equipment	\$ 347,561.00	\$ 695,122.00
Truck County 8415 6th Street SW SW Cedar Rapids, IA 52404 319-365-0531 dylanstepleton@truckcountry.com	Freightliner Hiway Truck Equipment	\$ 352,743.00	\$ 705,486.00
GATR Truck Center 700 29th Avenue SW Cedar Rapids, IA 5204 319-298-1000 swhite@gatr.net	Mack Henderson Equipment Axle Back	\$ 358,775.00	\$ 717,550.00
GATR Truck Center 700 29th Avenue SW Cedar Rapids, IA 5204 319-298-1000 swhite@gatr.net	Mack Henderson Equipment Axle Forward	\$ 361,252.00	\$ 722,504.00
GATR Truck Center 700 29th Avenue SW Cedar Rapids, IA 5204 319-298-1000 swhite@gatr.net	Mack Hiway Truck Equipment Axle Back	\$ 363,957.00	\$ 727,914.00
GATR Truck Center 700 29th Avenue SW Cedar Rapids, IA 5204 319-298-1000 swhite@gatr.net	Mack Hiway Truck Equipment Axle Forward	\$ 366,434.00	\$ 732,868.00
GTG Peterbilt - Davenport 8100 N Fairmont Street Davenport, IA 52806 563-391-4300 skessel@gtqpb.com	Peterbilt Henderson Equipment	\$ 378,207.00	\$ 756,414.00
GTG Peterbilt - Davenport 8100 N Fairmont Street Davenport, IA 52806 563-391-4300 skessel@gtqpb.com	Peterbilt Hiway Truck Equipment	\$ 381,675.00	\$ 763,350.00
MCH Kenworth 360 French Court SW Cedar Rapids, IA 52404 319-362-3663	Kenworth	\$ -	No Quote
Truck Center Companies 101 Plaza Drive Elk Run Heights, IA 50707 800-582-5289	Freightliner	\$ -	No Quote

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 7/10/2023

To: Linn County Board of Supervisors

Re: Equipment Purchase

I request to purchase two (2) tandem axle trucks from Thompson Truck & Trailer for \$683,626.00.



The Secondary Road Department, along with the Purchasing Department conducted an RFP for two (2) tandem axle trucks in accordance with the Linn County Procurement Policy.

These trucks meet Linn County Secondary Road Department specifications and were the low quote.

These tandem axle trucks will be assigned to the Districts.

Surplus trucks will be sold on www.publicsurplus.com



THAD ALEXANDER

Shop Manager

SECONDARY ROAD DEPARTMENT

1944 County Home Road | Marion, IA 52302

Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

[Handwritten Signature]
7/17/23

Purchase Order

#: PO498

7/19/2023

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



Vendor

MARTIN EQUIPMENT OF IA-IL
INC
2900-6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

\$879,580.00

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) 892-6400	

Quantity	Units	Item	Description	Rate	Amount
2		EQUIPMENT - SECONDARY ROADS	2023 JOHN DEERE MOTOR GRADER MODEL - 772GP AS PER QUOTE - EST DELIVERY - JAN 2024	\$439,790.00	\$879,580.00

Memo: JOHN DEERE MOTOR GRADER (2)

Total

\$879,580.00

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



PO498

2023 Motor Grader Results

DEALER	MOTOR GRADER	PRICE EA	TOTAL
Martin Equipment 2900 6th Street SW Cedar Rapids, IA 52406 319-365-0515 djburlage@meoi.com	John Deere 772GP	\$ 439,790.00	\$ 879,580.00
Altorpher Inc. 2600 6th Street SW Cedar Rapids, IA 52404 319-365-0551 bvieth@altorfer.com	Caterpillar 150-15AWD	\$ 499,010.00	\$ 998,020.00
Titan Machinery 4250 Grain Lane Center Point, IA 52213 319-849-3889 Josh.gruett@titanmachinery.com	Case	No Quote	
Road Machinery & Supplies Co. 10740 High Life Ct SW Cedar Rapids, IA 52404 515-282-0404 jwhite@rmseq.com	Komatsu	No Quote	

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 7/10/2023

To: Linn County Board of Supervisors

Re: Equipment Purchase

I request to purchase two motor graders from Martin Equipment for \$879,580.00



The Secondary Road Department, along with the Purchasing Department conducted an RFP for a motor grader in accordance with the Linn County Procurement Policy.

These motor graders meet Linn County Secondary Road Department specifications and were the low quote.

These motor graders will be assigned to District 1 and 4.

Surplus motor graders will be sold on www.publicsurplus.com



THAD ALEXANDER

Shop Manager

SECONDARY ROAD DEPARTMENT

1944 County Home Road | Marion, IA 52302

Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

A handwritten signature in blue ink, appearing to be 'B. K. K.' or similar.
7/17/23