

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, April 19, 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 up to 20 Detention Officers for the Sheriff's Office

Approve and authorize Chair to sign a Vacancy Form requesting a Help Desk Specialist/Desk Top Associate for the IT Department

Reports

Receive and place on file the Recorder's Quarterly Report for January 1 through March 31, 2023

Receive and place on file Auditor's Quarterly Report for the quarter ending 3/31/23 in the amount of \$50,945.11. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of \$9,255.00.

Resolutions

Resolution to approve a Residential Parcel Split for Whispering Winds Estate Addition, case JPS22-0016.

Resolution establishing road closure and detour for Linn County Project FM-C057(160)-55-57 bridge replacement project, on Coggon Road (D62).

Contract and Agreements

Approve and authorize Chair to sign a contract to provide Professional Consulting Services between Linn County and Cost Advisory Services, Inc effective July 1, 2023 through June 30, 2025 at a cost of \$10,800 yearly

Approve and authorize Chair to sign a Service Contract between Mental Health/Disability Services of the East Central Region and Linn County LIFTS effective March 1, 2023 through June 30, 2025 to provide busing services to their clients at a rate of \$2.00 per ride paid by the Region.

Approve and authorize Chair to sign a 36-month copier lease agreement at \$399.88 per month with Gordon Flesch Company Inc for the Linn County Attorney office

Approve and authorize Chair to sign a 36-month copier lease agreement at \$311.45 per month with Gordon Flesch Company Inc for the Linn County Attorney-Civil department

Approve and authorize Chair to sign a 36-month copier lease agreement at \$336.47 per month with Gordon Flesch Company Inc for the Linn County Attorney-Juvenile department

Approve and authorize Chair to sign a 36-month copier lease agreement at \$297.14 per month with Gordon Flesch Company Inc for the Linn County Corrections Center

Approve and authorize Chair to sign a 36-month copier lease agreement at \$166.96 per month with Gordon Flesch Company Inc for the Linn County Corrections Center

Approve and authorize Chair to sign a 36-month copier lease agreement at \$288.13 per month with Gordon Flesch Company Inc for the Linn County Corrections Center

Approve and authorize Chair to sign a 36-month copier lease agreement at \$328.89 per month with Gordon Flesch Company Inc for the Linn County Planning and Development department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Presentation by Trees Forever

Discuss the previously proposed carbon pipeline ordinance.

Discuss and decide on construction hours for Duane Arnold Solar Phases I and II.

Request for additional parking spaces at the County Court House

Provide quarterly update on Linn County Mental Health Access Center

Discuss and decide on resolution rescinding resolution 2023-3-34 and fixing township compensation effective 1-1-2023.

Discuss and decide on submitting a letter of support on behalf of the Linn County Board of Supervisors for the EPA's Climate Pollution Reduction Grant (CPRG) Notice of Intent to Participate

Presentation of the Compensation Board recommendation for Fiscal Year 2024 elected officials' salaries.

Discuss and decide on a resolution setting the Fiscal Year 2024 elected officials' salaries.

Public hearing on proposed Fiscal Year 2024 budget.

Discuss and decide on certification of Fiscal Year 2024 budget.

Adopt proposed Fiscal Year 2024 budget by resolution.

Public Comment: Five Minute Limit per Speaker

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

Payroll Authorizations

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

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Closed Session

The Board will enter into a closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate

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: _____

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Detention Officer

DEPARTMENT: Sheriff's Office

SHIFT/HOURS: Vary

NUMBER OF POSITIONS: UP to 20

VACANCY DATE: 4/10/23

NEW POSITION FUNDING SOURCE(S):

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

☐ GRANT FUNDING

☒ OTHER: Cost Neutral

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☒ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: **D. Riniker**

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

4/10/23

DEPARTMENT HEAD (original signature required)

DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Linda D. Powell
HUMAN RESOURCES DIRECTOR

4-11-23
DATE

APPROVED BY: Bearrows
FINANCE/BUDGET DIRECTOR

4/12/23
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: Drew Hoppenworth

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: HELP DESK SPECIALIST / DESK TOP ASSOCIATE

DEPARTMENT: IT

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

NUMBER OF POSITIONS: 1

VACANCY DATE: 01/05/2023

NEW POSITION FUNDING SOURCE(S):

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

☐ GRANT FUNDING

☐ OTHER: _____

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: 

DEPARTMENT HEAD

DATE

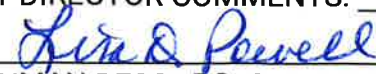
By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

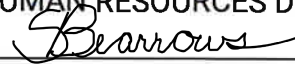
HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: 

HUMAN RESOURCES DIRECTOR

4-11-23
DATE

APPROVED BY: 

FINANCE/BUDGET DIRECTOR

4/12/23
DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY RECORDER'S OFFICE

Carolyn Siebrecht | Recorder
Teresa Sackett | Deputy Recorder
Joan McCalmant | Deputy Recorder
Dawn Froese | Deputy Recorder

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5420 | FAX: 319-892-5459
LinnCountyIowa.gov



April 15, 2023

RECORDER'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Carolyn Siebrecht, Recorder/Registrar of Linn County, Iowa hereby certify the following fees collected by the Linn County Recorder's Office from January 1, 2023 through March 31, 2023:

Fee Type	Amount
Recording Fees	\$153,070.80
Vehicles/Vessels (RVVRS)	\$ 3,782.00
Hunting/Fishing (ELSI)	\$ 140.00
Documentary Revenue Tax	\$ 95,719.84
UCC's	\$ 310.00
Copies	\$ 995.00
Auditor's Transfer Fees	\$ 9,255.00
Vital Statistics	\$ 21,142.00
Passports	\$ 60,720.00
Interest	\$ 558.08
Boat Titles	\$ 430.00
Recorder's Automation	\$ 7,145.00
TOTAL	\$353,267.72

These fees were sent to the Linn County Treasurer's Office on April 15, 2023.

Respectfully submitted,

Carolyn Siebrecht

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**

January 1st, 2023 to March 31st, 2023

Election Reports	\$	46.84
Election: Reimbursements of Local Elections	\$	10,016.06
Election: Misc. Fees	\$	0.00
Maps and Supplies	\$	7.00
Grants:	\$	0.00
Digital Data	\$	0.00
Research Fees	\$	0.00
Misc. Fees	\$	0.00
Purchasing Card Rebate	\$	40,372.71
Plat Survey Fees	\$	0.00
Book and Materials	\$	0.00
Liquor Licenses	\$	465.00
Cigarette Permits	\$	37.50

Total On Deposit with the County Treasurer	\$	<u>50,945.11</u>
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Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	\$	<u>\$9,255.00</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 March 31st, 2023.

Joel Miller by Rebecca Shoop,
Joel Miller, Linn County Auditor
Deputy

4-18-23
Date

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Whispering Winds Estate Addition (Case # JPS22-0016) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A and outlot A, has been filed for approval, a subdivision of real estate located in the NWSE of Section 15, Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Center of Section 15, Township 83 North, Range 6 West of the Fifth Principal Meridian; thence N89°33'54"E along the north line of the Southeast Quarter of said Section 15, a distance of 924.55 feet to the centerline of Bloomington Road; thence S35°19'47"E along said centerline, 594.26 feet; thence southeasterly 418.79 feet along said centerline and the arc of a 3000.00 foot radius curve, concave southwesterly, chord bears S31°19'50"E, 418.45 feet; thence S27°19'53"E along said centerline, 532.76 feet to the south line of the North Half of said Southeast Quarter; thence S89°22'51 "W along said south line, 1711.14 feet to the west line of said Southeast Quarter; thence N0°50'03"W along said west line, 1327.15 feet to the point of beginning.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of August 17, 2022 as last amended on September 19, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Dedication of road rights-of-way, County Standard Specifications, Section 5. 50' of right-of-way on Bloomington Road adjacent to development shall be dedicated to the public for road purposes.
2. Road agreement for conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.
3. Entrance permit required for new entrances and existing unpermitted entrances and entrances that do not conform to County Standard Specifications, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2(h)(5). One entrance per parcel is allowed. An additional access may be allowed with justification and permit.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Each Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by certified septic contractor for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.

Linn County Board of Supervisors

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2. Each Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Marion. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. The lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and one complete copy of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.

Linn County Board of Supervisors

Resolution # _____

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- (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Ten original signed plat drawings
 - (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **SEPTEMBER 19, 2023**, as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by April 19, 2024, to be valid.

Passed and approved this 19th day of April 2023

Linn County Board of Supervisors

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors

Resolution # _____

JPS22-0016

April 19, 2023

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Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2023.

Notary Public State of Iowa

Prepared by: Linn County Secondary Road Department, 1888 County Home Road, Marion, Iowa 52302, (319)892-6400
Return to Linn County Auditor, 935 2nd St SW, Cedar Rapids, Iowa 52404 (319)892-5300

RESOLUTION # _____

ESTABLISH ROAD CLOSURE AND DETOUR FOR PROJECT

WHEREAS: Linn County Project FM-C057(160)-55-57 bridge replacement project, on Coggon Road (D62) in Linn County will begin soon.

WHEREAS: this project lies on a marked Farm-to-Market route, and

WHEREAS: a detour must be established to close a marked route for longer than 48 hours, and

WHEREAS: a map of the detour is attached hereto.

NOW, THEREFORE, BE IT RESOLVED: that the Linn County Board of Supervisors hereby authorize and direct the Linn County Engineer to place the appropriate signs to establish the following detour: commencing at the intersection of Coggon Road (D62) and Troy Mills Road (W45) head south 6.5 miles to Central City Road (E16), then east 7.4 miles to Highway 13, then north 7.8 miles to end of detour. (See attached map)

Signs shall be placed when and as necessary to protect the work and the traveling public in accordance with the Manual on Uniform Traffic Control Devices and Chapter 306 of the Code of Iowa.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

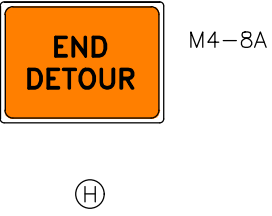
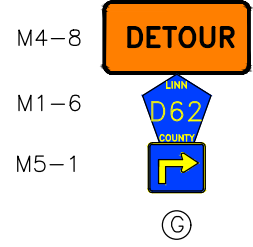
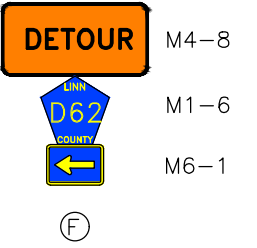
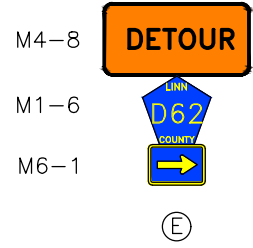
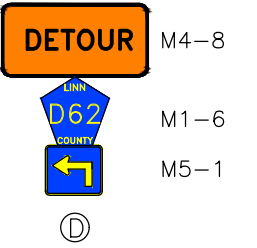
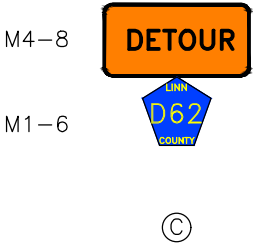
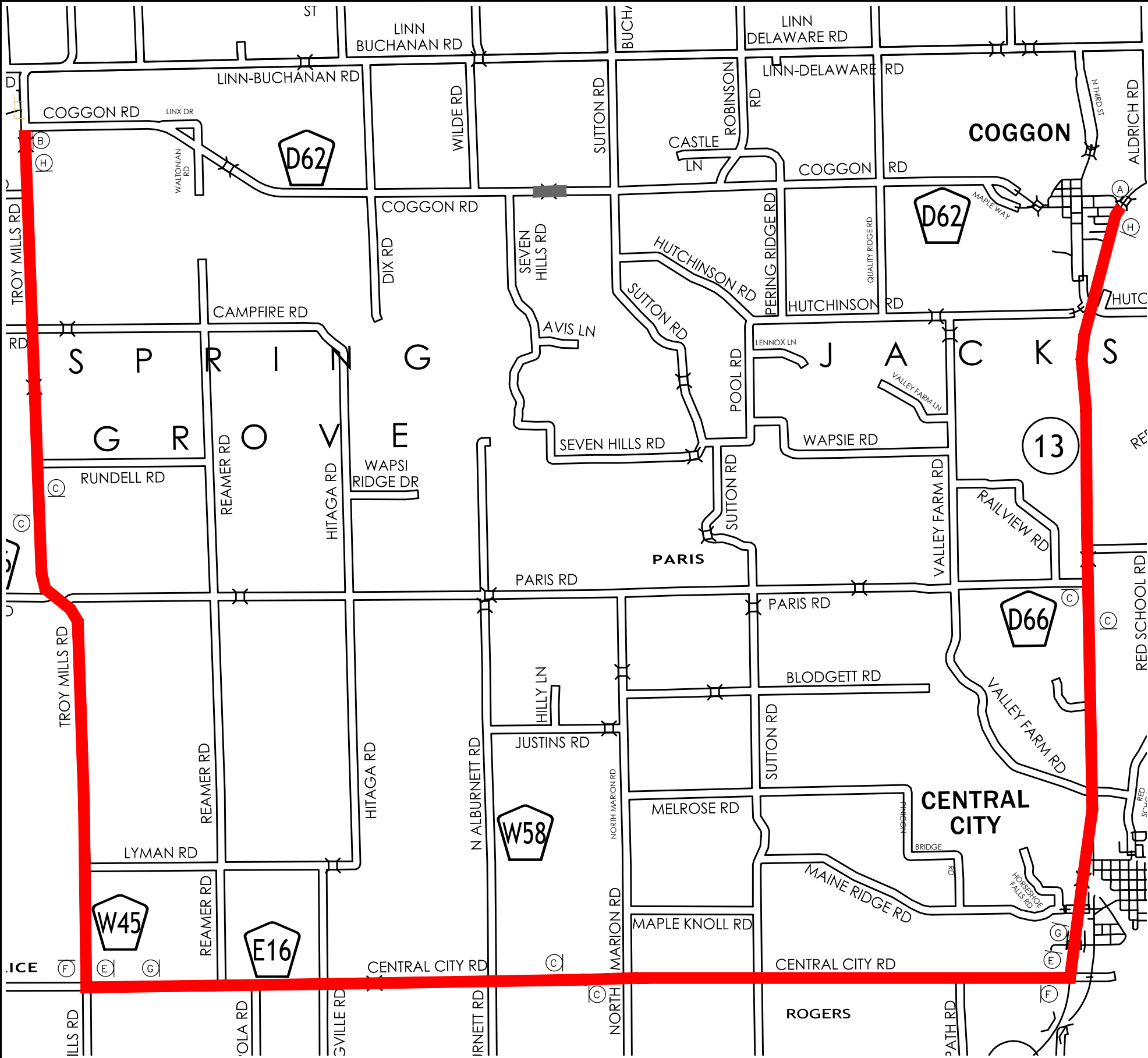
ATTEST:

Chairperson

Linn County Auditor

Vice Chairperson

Supervisor



DETOUR ROUTE SIGNS
SCALE: NOT TO SCALE

KEY	
PROJECT LIMITS	
DETOUR ROUTE	

- NOTES
1. THIS SHEET IS FOR REFERENCE ONLY. LINN COUNTY FORCES SHALL PROVIDE ALL LABOR AND MATERIALS REQUIRED FOR DETOUR. CONTRACTOR SHALL BE RESPONSIBLE FOR THE TRAFFIC CONTROL AS NOTED IN THE BID ITEM NOTES.
 2. TRAFFIC CONTROL DEVICES, PROCEDURES AND LAYOUTS, SIGNING AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY IOWA DOT PER 761 OF THE IOWA ADMINISTRATIVE CODE CHAPTER 120.

**CONTRACT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
LINN COUNTY, IOWA**

This Contract entered into this _____ day of _____, 2023, and effective immediately by and between **Cost Advisory Services, Inc.** (hereinafter called the “**Consultant**”) and **Linn County, Iowa** (hereinafter called the “**County**”) witnesseth that:

Whereas the County performs programs that it operates with outside funding, and

Whereas the County supports these programs with central services that are paid from the County’s general funds, and

Whereas federal and other outside users of county central services will typically pay a fair share of these costs if supported by an appropriate cost allocation plan, and

Whereas the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing, negotiating, and implementing such governmental cost allocation plans, and

Whereas the County desires to engage the Consultant to assist in developing cost allocation plans that conform to federal and state requirements and will be approved by their representatives.

Now Therefore, the County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

1. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Develop annual central service cost allocation plans based on actual costs incurred for fiscal years 2023, 2024, and 2025 that appropriately document the various costs expended by the County to support and administer general fund and non-general fund programs. Each year’s plan will contain a determination of the allowable costs of providing each supporting service in accordance with the provisions of 2 CFR Part 200. The types of services to be included in each plan shall include items such as accounting, payroll, purchasing, IT, human resources, and legal services; building occupancy costs; and other central service and centrally budgeted items such as insurance costs, dues and memberships, annual audit fees, etc. The consultant will analyze all required data, perform all cost allocation calculations, and complete each cost allocation plan in the required form to be submitted for federal and/or state approval. County staff involvement will be limited to locating and providing access to accounting, payroll, and other financial records; answering brief questions to enable the Consultant to

appropriately interpret County records; and participating in brief interviews of selected personnel to enable the Consultant to determine the appropriate methods of allocating costs across all benefited County programs.

- B. Provide copies of each year's completed cost allocation plan to the County Board of Supervisors and the County Auditor.
 - C. File each completed cost allocation plan with the central office of the Iowa Department of Health and Human Services (DHHS) and negotiate the completed cost allocation plans, as necessary, with the appropriate federal and state representatives.
 - D. Provide guidance to local representatives of DHHS in making quarterly Local Administrative Expense (LAE) claims for eligible indirect costs incurred by the County.
 - E. Monitor the status of LAE claims to ensure that the County receives all recoveries due it.
 - F. If necessary, and as requested by an in-house program at the County, compute an indirect cost rate that will provide the basis for the County to recover eligible indirect costs that are expended in support of this program.
2. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the Contract, as determined by the County.
3. Term of Contract. It is expressly understood and agreed that the effective date of this Contract shall be the date first written above and shall continue in full force and effect for a period of three years. It is further understood and agreed that the results of the completed cost allocation plan for any given fiscal year shall be implemented for DHHS indirect cost recovery purposes in the second succeeding fiscal year. For example, the results of the FY 2023 cost allocation plan shall be used to determine the amounts of eligible indirect cost recoveries for FY 2025.
4. Compensation. The County agrees to pay the Consultant an amount not to exceed Ten Thousand Eight Hundred Dollars (\$10,800.00) for each annual cost allocation plan. This amount shall include reimbursement for all expenses to be incurred by the Consultant.
5. Method of Payment. The County shall pay the amount stated in paragraph 4 above upon delivery to the Board of Supervisors of each year's completed cost allocation plan, and other schedules if so required.

6. Warranty of Benefit to County. The Consultant warrants to the County that its annual fee for preparation of each cost allocation plan shall not exceed 50 percent of the actual reimbursements that are to be obtained for the County as a direct result of preparing the cost allocation plan. In the event annual payment to the Consultant exceeds 50 percent of the related indirect cost reimbursements to the County, then the difference will be promptly refunded to the County. It is also expressly understood and agreed that should the County recover more than double the Consultant's fees in any year, then the excess recoveries will belong solely to the County and no additional fee is due to the Consultant.
7. Changes. The County may, from time to time, require changes in the scope of services to be performed by the Consultant under this Contract. Such changes that are mutually agreed upon by the County and Consultant shall be incorporated in a written amendment to this Contract.
8. Services and Materials to be Furnished by County. The Consultant shall provide guidance to the County in determining the data that is required to complete each cost allocation plan. The County agrees to respond to all reasonable requests for data in a timely manner and shall provide adequate liaison between the Consultant and other agencies of the County government.
9. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its material obligation under this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice via U.S. Post Office Certified Mail – Return Receipt Requested – to the Consultant of such termination and specifying the effective date thereof postmarked at least fifteen (15) days before the effective date of such termination. Provided however, prior to termination for default, the County will provide adequate written notice to the Consultant affording it the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The Consultant shall be compensated for services satisfactorily rendered and expenses incurred through the effective date of termination hereunder.

10. Special Termination. Either party may, at its option, cancel any year of the plan preparation by giving the other party notice by June 30 of the year on which the plan will be based. For example, the County may cancel the work to be done for FY 2024 by giving the Consultant notice on or before June 30, 2024. The County may terminate this Contract at any time without cause by giving the Consultant written notice via Certified Mail. Under this provision, the Consultant shall be entitled to full compensation as specified in paragraph 4 above for any cost allocation plan for which work has already begun.
11. Termination Due to Lack of Funds. The Consultant shall have the right to terminate this contract without penalty by giving fifteen (15) days written notice to the County if adequate funds are not available from Federal Agencies or other outside users to reimburse the County.
12. Information and Reports. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
13. Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this Contract. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
14. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy that the County may have under this contract may be waived in writing by the County through a formal waiver, if in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
15. Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
17. County Not Obligated to Third Parties. The County and the Consultant are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

18. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.
19. Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
20. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by the County's employees or representatives is accurate and complete. The County shall be solely responsible for any disallowance of funds paid to the County under the plan resulting from inaccurate or incomplete information provided by the County. The Consultant shall provide assistance to the County in the event that an audit is undertaken of County indirect cost recoveries.
21. Applicable Law. Iowa law shall govern the terms and performance under this Contract.
22. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees, and expenses that arise out of the performance of this Contract, and which are due to that party's own negligence, tortious acts, and other unlawful conduct and the negligence, tortious acts, and other unlawful conduct of its respective agents, officers, and employees.
23. Delays. The Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties, or forces beyond its control. The period of performance shall be extended by the time period of any delays that are not the fault of the Consultant.
24. Assignment. The Consultant agrees not to assign, convey, or transfer its interest in this Contract to any other entity without the prior written consent of the County which consent shall not be unreasonably withheld. Provided, however, the Consultant may assign, convey, or transfer its interest in this Contract to an entity that succeeds to substantially all of the business of the Consultant by merger or otherwise.
25. Notices. Notices shall be effective upon receipt. Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by either party hereto in the United States mail, postage paid, to the addresses stated below:

For the County:

Board of Supervisors
Linn County Courthouse
935 2nd St SW
Cedar Rapids, IA, 52404

For the Consultant:

Cost Advisory Services, Inc.
P.O. Box 755
Johnston, Iowa 50131

IN WITNESS WHEREOF, the County and the Consultant have executed this Contract as of the date first written above.

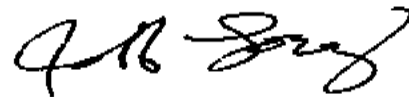
LINN COUNTY, IOWA:

By: _____
(County Official)

(Title)

Attest: _____

COST ADVISORY SERVICES, INC.:



By: _____
Jeff Lorenz, President



MH/DS of the East Central Region

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

Agency Contract

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

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

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

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

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

This Contract shall consist of the following parts:

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

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

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

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

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

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

SECTION 1
Definitions

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

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

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

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

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

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

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

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

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

SECTION 2

Duties of Agency

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

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

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

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

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

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

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

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

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

SECTION 3

Duties of MH/DS of the East Central Region

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

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

SECTION 4

Claims Submission and Payment

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

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

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

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

SECTION 5

Relationship between the Parties

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

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

SECTION 6

Hold Harmless, Indemnification and Liability Insurance

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

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

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

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

SECTION 7

Laws and Regulations

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

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

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

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

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

SECTION 8

Term and Termination

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

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

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

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

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

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

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

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

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

Section 8.9 Notices to MH/DS of the East Central Region. Any notice, request, demand, waiver, consent, approval or other communication to MH/DS of the East Central Region regarding Agency contracts which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

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

Section 8.10 Notices to Agency. Any notice, request, demand, waiver, consent, approval or other communication to Agency which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn Co. LIFTS
5815 4th Street SW
Cedar Rapids, Iowa 52404
Phone 319-892-5170

SECTION 9 **Amendments**

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

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

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

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

SECTION 10

Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

MH/DS of the East Central Region

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

Linn County LIFTS Contract

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

By: _____

MH/DS of the East Central Region

Governing Board

Print Name _____

Print Title Dewey Hildebrandt, Chair

Date _____

By: _____

Linn Co. LIFTS

Provider

Print Name: _____

Print Title: Board Chair

Date: _____



Provider Contract: Service and Rate Attachment – FY2023

Effective March 1, 2023 – June 30, 2023

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

ECR/CSN#

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

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

Linn Co. LIFTS
Board Chair

Date

MH/DS of the East Central Region

Mae Hingtgen, CEO
mhingtgen@ecriowa.us

Date

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

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

1. _____ Amerigroup Iowa, Inc. _____ Iowa Total Care

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

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

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

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

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

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

For further questions, please contact Claims:

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

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



LINN COUNTY ATTORNEY

51 THIRD AVENUE BRIDGE | CEDAR RAPIDS, IA 52401



LinnCountyIowa.gov

LINN COUNTY ATTORNEY
Nicholas G. Maybanks

FIRST ASSISTANT
Monica C. Slaughter

OFFICE MANAGER
Gayle Keiser

DIVISION ATTORNEYS

Felony

Molly K. Edwards
Michael J. Harris
Jordan N. Schier
Rena Y. Schulte

Misdemeanor

Alex J. Anderson
Laurie J. Craig
Ryan J. Decker
Jennifer L. Erger
Andrew D. Powers
Katherine N. Shimkat
Heidi C. Weiland
Shayl G. Wilson

Civil Division

Lisa M. Epp
Cory R. Speth
Elena S. Wolford
Christine Curley –
Legal Assistant

Juvenile Division

Lance J. Heeren
Kelly J. Kaufman
Matthew L. Kishinami
Shannon M. Powers
Nina K. Sheller

PROFESSIONAL SUPPORT

Legal Assistant
Bonnie Waller

Investigator
Alan Steil

Victim/Witness
Chris Adcock
Corinna Araujo
Anastasia Basquin

March 31, 2023

Honorable Linn County Supervisors,

I write to inform you that we have reached a critical stage with respect to available parking at the Linn County Courthouse. I am requesting to be put on the formal agenda for an upcoming Board meeting so I can more fully lay out the challenges we face at the Linn County Courthouse, as well as touch upon some looming larger issues. I will present a feasible and sensible solution to the Board for our employees that will not in any way compromise access for our tenants that work for the State of Iowa, but it will require action on your part.

But first, here are the core facts of the current unsustainable parking predicament that we face:

- 1) There are approximately 137 total vehicle parking spots and 5 motorcycle parking spots available at the Courthouse;
- 2) 11 parking spots are reserved specifically for law enforcement vehicles to include Jail Administration and Transport deputies;
- 3) 31 spots are reserved for Linn County and State employees with only 11 of those spots reserved for the Linn County Attorney's Office, the only Linn County office at the Linn County Courthouse;
- 4) There are currently 290+ parking tags issued to County and State employees among the Linn County Attorney's Office, the Linn County Sheriff's Office and State employees;
- 5) There are routinely not enough spaces for all persons who work in the Courthouse to park on the island. This results in people either having to pay for parking on the bridge, parking a block or more away and walking to the Courthouse or unfortunately, illegally parking and blocking travel lanes;
- 6) The Linn County Attorney's Office has 31 employees in the Criminal Division housed in the Courthouse. We need additional spots for interns, members of our office that conduct business at the Courthouse but are at other locations and distinguished guests.

Criminal Division
P: 319-892-6350
F: 319-892-6389

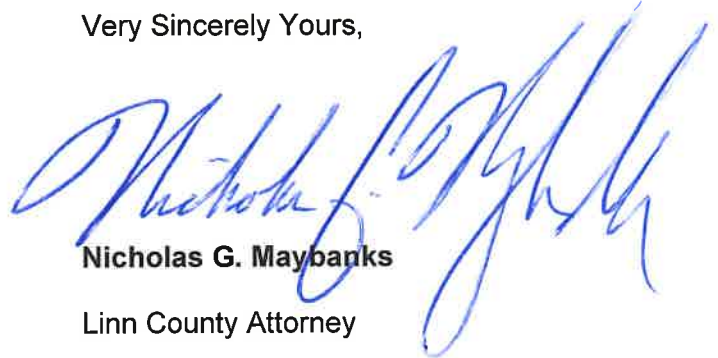
Civil Division
P: 319-892-6340
F: 319-892-6346

Juvenile Division
P: 319-892-6330
F: 319-892-6339

- 7) To my knowledge, no other employees of Linn County lack routine, reliable and daily access to a parking spot on the premises of the building at which they work.

I look forward to discussing this challenge with you in more detail in the near future.

Very Sincerely Yours,



Nicholas G. Maybanks

Linn County Attorney

cc: Brian Gardner, Linn County Sheriff; Captain Kent Steenblock, Linn County Sheriff's Office, Kellee Cortez, Sixth Judicial District Court Administrator; Chief Judge Lars Anderson

RESOLUTION NO. 2023-4-

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 19th day of April, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

AYE:

NAY:

ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor