

BOARD OF SUPERVISORSDistrict 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, November 8, 2021

11 a.m.

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

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

Minutes

Discuss and decide on meeting minutes.

Presentation by the Eastern Iowa Health Center

Approve and authorize Chair to sign a Strategic Project Agreement between Linn County Finance and Budget and the MH/DS of the East Central Region for the period of October 28, 2021 through June 30, 2022 for a contract total equaling \$10,000 for a Planning Consultant for Children's Assessment 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.

Payroll Authorizations

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

Claims

Discuss and decide on claims.

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.

MH/DS of the East Central Region

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

Strategic Project Agreement

Contract Effective Date: October 28, 2021 – June 30, 2022

Parties: **MH/DS of the East Central Region**
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Provider: **Linn County Finance & Budget** **CSN #17689**
935 2nd Street SW
Cedar Rapids, Iowa 52404

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter "Region") and the Provider identified above (hereafter "Provider"). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region's Management Plan (hereafter "Management Plan"), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:

- Sections 1 through 10, generally setting out the terms of the Agreement;
- Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
- The MH/DS of the East Central Region Management Plan, 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. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.

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

SECTION 1

Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

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

Award: A grant from the Linn County fund balance.

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

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

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central 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.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region's Community Services Plan as approved by the MH/DS of the East Central Region's Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor's Office.

Subcontract: The act in which one party to the original Agreement 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 Provider

Section 2.1 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region's Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider's failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet settings rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid- eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

- a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.
- b. Providers shall submit requested information for auditing purposes.

SECTION 3

Duties of the Region

Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider **up to** a total Award of \$10,000 payable in disbursements to be determined by the Region.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region 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 4.2 Scope of Services. Provider agrees to hire a strategic planning consultant for the consumers of Linn County as requested by Linn County.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region 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 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region 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 the Region and its, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.4 Liability Insurance.

- a. **Provider Liability Insurance.** Provider shall procure and maintain professional liability and comprehensive general liability insurance, at the Provider's own expense, at a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate, covering any claims with respect to Covered Services that may arise out of an incident occurring during the term of this agreement. Such insurance shall include coverage for claims in connection with the performance of Provider's responsibilities under this agreement. Provider shall furnish to Region, from time to time, as requested by the Region, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.
- b. **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 agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

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 individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to 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 Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain

the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the 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. Provider shall retain project data for seven years after the completion of the project.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of nine (9) months, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement after ten (10) days of 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) bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

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

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region's clients of Provider's termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement 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:

Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

Section 7.7 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:

Linn County Finance & Budget
935 2nd Street SW
Cedar Rapids, Iowa 52404

SECTION 8

Amendments

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

Section 8.2 Regulatory Amendment. The Region may 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 8.3 Region Management Plan Amendment. The Region may also amend this Agreement to comply with changes in the Management Plan 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

Payment Process

Section 9.1 Process. Provider shall submit monthly billing invoices and other requested information for utilization review, as directed in Iowa Administrative Code 441-25.21(1)k. Invoices shall include the following:

- a. name and unique identifier of each individual served during the reporting period (if billed by person);
- b. identifier and name of service(s) provided;

- c. number of units of service, unit rate and total cost of units provided to each individual;
- d. reimbursement billed to other sources (including client participation or co-pay), and therefore deducted from the county costs, for each individual;
- e. actual amount to be charged to the Region for each individual for the period; and
- f. when requested, attendance, records, and/or other documentation substantiating service provision.

* Submit salary and benefits information once and then bill total salary/benefits amount monthly. Receipts should be attached to an invoice payable to Provider or unpaid invoices can be submitted directly from vendor.

Section 9.2 Invoice Submission. Providers may e-mail invoices or send invoices through the regular mail. Invoices may not be faxed. Invoices shall be submitted within sixty (60) days of the service provided unless the Provider is waiting for third party payment if applicable. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Region's Regional Governing Board or unless there is a statutory obligation. Invoices may be submitted to either:

- a. claims@ecriowa.us; or
- b. Julie Davison
Buchanan County Community Services
210 5th Ave. NE
Independence, IA 50644

All eligible bills shall be paid within 60 days of receipt of required documentation unless unforeseen circumstances exist.

Section 9.3 Duties of the Region. The Region shall review the invoices and additional utilization information in comparison with service funding authorizations in place. The Region shall only reimburse for those services that are authorized and at the rate approved in the contract.

SECTION 10

Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to the Region's clients in Provider's geographical area. The Region reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider will not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

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

Section 10.6 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 10.7 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.

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

Provider: Linn County Finance & Budget
935 2nd Street SW
Cedar Rapids, Iowa 52404

Region: Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street, Suite 205
Dubuque, Iowa 52001

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

Provider Agreement Signature Page

Contract effective Date: October 28, 2021 – June 30, 2022

By: D. L. Hildebrandt

MH/DS of the East Central Region Governance Board

Print Name: Duane Hildebrandt

Title: Chair Person

Date: 10/28/2021

By: _____

Linn County Finance & Budget

Print Name: _____

Title: _____

Date: _____