BOARD OF SUPERVISORS
District 1 | **Kirsten Running-Marquardt**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.gov

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, June 28, 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 the updates or revisions to six Human Resources policies as follows:
- Group Insurance Policy, PM-028
- Equal Opportunity Policy and Diversity Philosophy, PM-024
- Recognition Policy, PM-007
- Fitness Reimbursement Policy, PM-101
- Employee Well-Being Policy, PM-022
- Training and Tuition Reimbursement Policy, PM-013

Reports

Receive and place on file the Sheriff's Quarterly report for January 1 to March 31, 2023 for the amount of $1,349,137.00

Resolutions

Resolution to approve appropriation of Fiscal Year 2024 budget.

Resolution authorizing the transfer of $17,000 from the Board of Supervisors appropriations to the Risk Management appropriations.

Resolution to set a public hearing for July 17, 2023, at 10:00 AM to determine whether Linn County will convey to Kirk D. Weih and Annette M. Weih whatever interest Linn County may have in vacated right-of-way along former portion of Skillman Road in section 12, township 82 and range 06.

Contract and Agreements

Approve and authorize Chair to sign a Fiscal Year 2024 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit effective July 1, 2023 through June 30, 2024

Approve and authorize Chair to sign a contract between the City of Cedar Rapids (CR Transit) and Linn County for Fiscal Year 2024 ADA complementary transportation effective July 1, 2023, through June 30, 202, in the amount of $935,616.

Authorize Chair to sign a renewal sub-contract between Linn County Board of Public Health and Linn County Community Services for Fiscal Year 2024 Local Public Health Services appropriation funds agreement number: LPHS_LCCS_2024 in the amount of $216,701 effective July 1, 2023 to June 30, 2024 for Home Health Services.

Authorize Chair to sign a renewal Mental Health Access Center Provider Agreement between Linn County Community Services and Area Ambulance for services provided at the Mental Health Access Center effective July 1, 2023 to June 30, 2024.

Authorize Chair to sign a renewal Mental Health Access Center Provider Agreement between Linn County Community Services and Foundation2 for services provided at the Mental Health Access Center effective July 1, 2023 to June 30, 2024.

Approve and authorize Chair to sign an agreement between Linn County Board of Supervisors and Johnson County Board of Supervisors to purchase detention services for three beds daily, effective July 1, 2023 through June 30, 2024 at a rate of $292.94 per bed/per day. Additional beds may be offered at a daily rate of $200/day but are not guaranteed availability.

Authorize Chair to sign a renewal contract between Linn County Community Services and Abbe Center For Community Mental Health for services provided at the Mental Health Access Center effective July 1, 2023 to June 30, 2024.

Approve and authorize Chair to sign a Linn County American Rescue Plan Act Grant Closeout Agreement between Linn County and Aging Services.

Approve and authorize Chair to sign a 36-month copier lease at $307.73 per month with Gordon Flesh Company, Inc for General Assistance.

Approve and authorize Chair to sign a 36-month copier lease at $374.30 per month with Gordon Flesh Company, Inc for Human Resources.

Approve and authorize Chair to sign a 36-month copier lease at $118.37 per month with Gordon Flesh Company, Inc for Purchasing.

Approve and authorize Chair to sign a 36-month copier lease at $205.80 per month with Gordon Flesh Company, Inc for Community Services.

Approve and authorize Chair to sign a 36-month copier lease at $301.55 per month with Gordon Flesh Company, Inc for Board of Supervisors.

Approve and authorize Chair to sign a 36-month copier lease at $215.50 per month with Gordon Flesh Company, Inc for Sheriff.

Approve purchase order PO491 to Advantage Archives LLC for document imaging for Planning and Development in the amount of $21,991.45

Licenses & Permits

Approve application for Display Fireworks permit for Gary Peiffer to conduct a display at North Linn High School Complex on July 8, 2023 with a rain date of July 9, 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.

Update by the Mental Health/Disability Services of the East Central Region to provide regional updates and Fiscal Year 2024 priority initiatives.

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.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Group Insurance Policy		**Policy Number:** PM-028	
Responsible Department: Human Resources			
Revision No: 1	**Revision Date:** 6/28/23	**Policy Effective Date:** 6~~5~~/28/2023	**Expiration Date:** None until next revision
Initial Approval Date: 6/16/2021 **BOS Minutes:** 6/14/2021, 6/16/2021 and 6/28/23		**Distribution:** PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to summarize the various insurance coverages that the County provides to employees and identify the premium amounts for which employees are responsible. The County believes that comprehensive and affordable insurance coverage is of value to employees and enables the County to effectively recruit applicants and retain current employees. This policy replaces the Group Insurance articles previously found in the non-law enforcement union contracts.

II. SCOPE

This policy is applicable to regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal or on-call employees.

III. EXCEPTIONS

Employees covered by the PPME (Deputies and Communication Operators) and IBEW (Sergeants) union contracts. These are law enforcement units and, as such, as still able to negotiate insurance and have insurance articles in their collective bargaining agreements.

IV. DEFINITIONS

None

V. PROVISIONS

The County offers group health, dental, vision, life, short term and long term disability insurance policies to each full-time and qualified continuous part-time employee. A qualified continuous

part-time employee is an employee regularly scheduled to work twenty (20) hours or more per week ~~40 hours or more per pay period~~. The Employer contribution toward the monthly premiums for each insurance policy will continue so long as the employee works at least three (3) regular work days in the calendar month in which the premium is due. Days worked shall include paid leaves of absence.

The Employer contribution for qualified continuous part-time employees will be reduced to a pro-rated share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, i.e., an employee working twenty (20) hours per week ~~40 hours or more per pay period~~ would receive a fifty percent (50%) contribution from the Employer toward the single or family contract.

When an employee separates from County employment for any reasons or is laid off out the door, the coverage from each of the group insurance policies will terminate on the first of the following month after the separation or layoff effective date (assuming the employee has at least three (3) regular work days prior to the layoff or termination date). Any continuation of an insurance policy will be pursuant to applicable state and/or federal laws regarding the continuation of group coverages.

Temporary, seasonal or on-call employees are not covered by the County's group insurance plans and no contribution will be made on their behalf.

HEALTH INSURANCE

The County offers a group health insurance coverage plan which meets or exceeds the plan currently administered for Linn County by Wellmark Blue Cross Blue Shield (Alliance Select PPO). The plan design includes a deductible, maximum out of pocket, co-insurance for both in-network and out-of-network providers, prescription drugs and an emergency room co-pay.

The coinsurance will be paid at 90% by Wellmark Blue Cross and Blue Shield (Wellmark) and 10% by the employee after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Payment for prescription drugs covered under the Alliance Select Program will apply toward the deductible and after the deductible is satisfied then paid at 70% by Wellmark and 30% by the employee.

If the services are performed by a provider not listed with the Alliance Select Program, the deductible will apply for all covered services and the coinsurance will be paid at 80% by Wellmark and 20% by the employee. The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician's office.

Details regarding coverages and employee responsibilities are found on the Human Resources Benefits page on our website (https://www.linncountyiowa.gov/265/Benefits) and published out to employees on July 1st of each year. Employee premiums are subject to change on an annual basis and are communicated to employees at the beginning of each new fiscal year in July.

WELLNESS PROGRAM

A payroll credit of one hundred fifty dollars ($150.00) will be provided on a fiscal year basis to employees who participate in the County's health screening risk assessment. The health

screening risk assessment can be met by 1) participating in an annual onsite health screening, 2) submitting a Health Form from an annual physical, or 3) by having blood work done through Weland Labs. In addition, employees who participate in the County's health screening risk assessment and who earn 1,000 Wellness Rewards Points during the contract year will be provided an additional payroll credit of three hundred fifty dollars ($350.00).

Effective July 1, 2023, a fifty dollar ($50.00) per month premium discount for single or family coverage will be granted to employees who participate in the County's Wellness Rewards Program and achieve a minimum of 1,000 points during the preceding fiscal year.

Newly hired employees during a fiscal year will be eligible for the discounted health insurance premium rates the following fiscal year.

DENTAL INSURANCE

The County offers a group dental insurance coverage plan which meets or exceeds the plan currently administered for Linn County by Delta Dental of Iowa. This plan offers two levels of coverage: PPO or Premier. The PPO plan has a narrower network (less providers in the plan) but offers lower deductibles and higher co-insurance percentages. For either the PPO or the Premier level, preventative services are covered 100% and do not count towards the maximum annual benefit. For either level, the annual dental benefit is $1,250 and the lifetime maximum for orthodontics is $2,000.

The County pays the monthly premium for the single contract for participating employees. In addition, the County pays eight dollars and twenty-four cents ($8.24) toward the monthly premium for the family contract.

VISION INSURANCE

The County offers vision insurance as a voluntary benefit administered by VSP. The plan allows for an eye exam every calendar year with a $10 co-pay. The plan also has frame, lenses, and contact allowances.

LIFE INSURANCE

The County offers a base life insurance policy to eligible groups of employees as listed below. The County will pay the associated monthly premium for the coverage.

Management, Elected Officials, Assistant County Attorney, and Confidential Employees	$25,000
PPME Employees	$20,000
AFSCME and Conservation Employees	$15,000
Emergency Management Employees	$10,000

The County also offers supplemental life insurance coverage to employees on a voluntary basis up to $150,000 without underwriting or $300,000 with underwriting. Coverage is available in $10,000 increments. Employees are responsible for paying the additional premium associated with any supplemental coverage.

The County offers a life insurance policy for the employees' spouses up to 50% of the base value of the employees' life policy. Coverage greater than $25,000 requires underwriting. Coverage is available in $5,000 increments. The County also offers a life insurance policy for the employees' children (up to age 26) in the amount of $10,000 or $15,000.

SHORT TERM DISABILITY INSURANCE

The County provides a short term disability insurance plan with benefits which meet or exceed the plan currently administered for Linn County by Madison National Life Insurance Company. The benefits include payment at 60% of salary after completion of a fourteen (14) day waiting period and no taxes are deducted from these payments. An employee may choose to use their accrued sick leave during an extended illness or apply for short term disability without using their sick leave banks beyond the fourteen (14) day waiting period.

The County pays the short term disability insurance monthly premiums for eligible employees.

LONG TERM DISABILITY INSURANCE

The County provides a long term disability insurance plan with benefits which meet or exceed the plan currently administered for Linn County by Madison National Life Insurance Company. The benefits include payment at 66 2/3% of salary after short term. Long term disability benefits kick in after short term disability benefits are exhausted.

The County pays the long term disability insurance monthly premiums for eligible employees.

EYE EXAM REIMBURSEMENT

Each employee, upon presentation of a receipt from their provider for a Vision Exam, shall be eligible for reimbursement for up to seventy-five dollars ($75.00) or one hundred twenty-five ($125.00) during a two (2) fiscal year period for the purchase of a **vision examination** for themselves. Amounts reimbursed from an insurance provider are not eligible for reimbursement.

Management, Elected Officials, Assistant County Attorney, Confidential and AFSCME Maintenance Employees	$125.00
AFSCME Clerical, Para Professional, Professional, Conservation, Emergency Management Employees and PPME Employees	$75.00

ANNUAL OPEN ENROLLMENT

The County will offer open enrollment for insurance coverages during a specified period in November of each year. If an employee misses the open enrollment deadline, they will have to wait until the next open enrollment period to access insurance or have a qualifying life event. In the event of an unusual and/or extenuating circumstance, an appeal may be made in writing to the HR Director who will then appoint a review committee to consider the facts of the matter and make a determination as to whether an exception will be granted. There is no guarantee that any appeal will result in an exception. Exceptions to deadlines will only be considered for missing the **annual open enrollment** period and only if the employee contacts HR within 5 calendar days after the missed deadline. Should an appeal be granted, the employee will not be eligible for another appeal in the future. A $250 late enrollment administrative fee will apply to any approved exceptions.

VI. ENFORCEMENT

The County recognizes its responsibility to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 670 of the Code of Iowa.

The Human Resources (HR) Department administers this policy and ensures that the providers adhere to the contracted benefits and coverages. HR staff are available to assist employees with any questions or concerns regarding insurance coverages.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Equal Opportunity and Workforce Diversity Policy		**Policy Number:** PM-024	
Responsible Department: Human Resources			
Revision No: 4	**Revision Date:** 6/28/23	**Policy Effective Date:** 6/28/23	**Expiration Date:** None until next revision
Initial Approval Date: 05/31/95 **BOS Resolution:** 1999-4-75 **BOS Minutes:** 4/6/99; 7/1/09; 7/1/19; 8/1/20; 12/21/22; 6/28/23		**Distribution:** To Elected Officials, Department Heads, and County Employees through PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide transparency and accountability throughout Linn County government about what constitutes fair treatment and what is considered discrimination or illegal harassment. Linn County promotes equality of opportunity for all. Linn County government values diversity and encourages employees to recognize their differences both as unique individuals and as members of groups to help eliminate organizational biases between different types of people or backgrounds, and to create and enhance mutual understanding and respect for everyone's differences. Linn County seeks to capitalize on these differences as a major asset to the organization's effectiveness in serving all County residents.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal, or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

None

V. PROVISIONS

Equal Opportunity

It is the policy of Linn County to provide equal opportunity to all employees, applicants, and program beneficiaries; to provide equal advancement for employees; to provide program and employment facilities which are accessible to people with disabilities; and to administer its programs in a manner which does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship.

The Board of Supervisors is ultimately responsible for the overall administration of the Affirmative Action/Equal Opportunity Program. The total integration of equal opportunity into all parts of personnel and program management is the responsibility of the Board of Supervisors. The Board of Supervisors will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statues. The right of appeal and recourse is guaranteed by Linn County. Any person who feels that he/she has been denied employment, participation, representation, or services in any program administered by Linn County because of race, creed, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, veteran or military status, political affiliation or citizenship has the right to file an equal opportunity complaint.

It shall be an unfair or discriminatory practice for the County to discriminate or retaliate against an employee in any of the rights protected against discrimination by the Federal Civil Rights Act of 1964 or the Iowa Civil Rights Act of 1965 because an employee has lawfully opposed any practice forbidden under such laws, obeys the provisions of such laws or has filed a complaint, testifies, or assisted in any proceeding under such laws.

Further, it shall be a prohibited practice according to Chapter 20 of the Public Employment Relations Act of the Iowa Code for a public employer or the employer's designated representative willfully to discharge or discriminate against a public employee because the employee has filed an affidavit, petition or complaint or given any information or testimony under Chapter 20, or because the employee has formed, joined, or chosen to be represented by any employee organization.

The Equal Opportunity Policy of Linn County shall be posted in conspicuous places within the County departments and distributed to all employees, contractors and to the persons of all advisory and policy making groups.

Diversity Statement and Purpose

Linn County Government strives to create a workplace environment where all employees can participate in and contribute fully to the organization's goals and objectives. The Government of Linn County values diversity by empowering employees to recognize and embrace their differences as unique individuals and as contributing members in groups to increase the level of understanding.

Diversity goes beyond race, gender, age, nationality, religion, or disability to encompass many other factors such as socio-economic background, personality, education, sexual orientation, and life experience. Greater diversity in the workplace enriches the synergy among the employees, which contributes to excellence in the organization's performance. Our philosophy is based on the belief that each person's differences bring unique qualities to the organization.

Our goal is to capitalize on these differences as a major asset to the organization's effectiveness in serving all the citizens of Linn County and we are committed to having our organization better reflect the community we serve.

Workforce Diversity Reporting

The County has an Affirmative Action/Equal Opportunity Plan which analyzes applicant and workforce data for the categories of women, minorities, veterans, older individuals and individuals with disabilities on an annual basis. In addition to the reports contained in the AA Plan, a summary *Workforce Diversity Report* will also be compiled on an annual basis after the receipt of the prior year's Affirmative Action Report.

This report will support Linn County government's efforts to create a workplace environment where all employees are welcomed and encouraged to contribute fully to the organization's strategic plan and to excel in the workplace. The objectives of compiling the annual *Workforce Diversity Report*, in conjunction with the further detail available in the Affirmative Action Report, are to:

1) Collect, analyze, and share information that raises awareness about the importance and benefits of workforce diversity;

2) Demonstrate Linn County's commitment to providing equal opportunity in hiring and advancement to all applicants and employees;

3) Monitor and assess progress made toward ensuring equal opportunity and expanding workforce diversity and its impact on organizational performance; and

4) Address the barriers to an equal, equitable, and diverse workplace.

All Linn County department heads and elected officials will complete an annual review of their efforts to recruit, hire, retain, and promote a diverse workforce. They will submit the completed review to the Human Resources ("HR") Department and will cooperate with the HR Department on all requests for clarification and/or additional information. It is also expected that departments, offices, and boards/commissions will work closely with HR to improve and enhance the diversity of their individual workforces through outreach, selection, retention, and promotion.

1. The HR Department will provide the department/office level Affirmative Action Report for each department or office to review and analyze their respective workforce diversity information which will include all minorities (as defined by the EEOC ethnicity categories in the AA Report), women, veterans, older persons and persons with disabilities. Note: The EEOC ethnicity categories are Black or African American, Hispanic or Latino, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander.

2. The HR Department will produce and present an annual *Workforce Diversity Report*, based on the previous calendar year data, to the Board of Supervisors that includes, at a minimum, the following:

    a. The number of Linn County employees who voluntarily identify as members of protected minority groups as outlined above, women, veterans, older persons and persons with disabilities;

b. The number of positions advertised for by Linn County during the past year;

c. The number of people who voluntarily identify as members of protected groups who applied for open Linn County positions during the past year;

d. The number of individuals who identify as members of protected groups who were hired during the past year;

e. The number of department heads who report directly to the Board of Supervisors who identify as members of protected groups; and

f. The efforts of Linn County departments to recruit and encourage protected groups to apply for open Linn County positions, and to retain employees who identify as members of protected groups. (In some cases, where there has been no turnover of staff in a given year, department heads and elected officials will still report out on their efforts to retain current workplace diversity.)

3. The HR Department will publish the annual *Workforce Diversity Report* on the County's website.

VI. ENFORCEMENT

Elected officials, department heads, and supervisors have the responsibility to cooperate with the Human Resources Department in the collection and analysis of workforce diversity data and in recruitment and retention of protected groups.

If, in the opinion of the Board of Supervisors, the strict application of this policy in a specific instance does not serve the best interests of Linn County, the Board may waive or modify the provisions of this policy.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Employee Recognition Policy		**Policy Number:** PM-007	
Responsible Department: Human Resources			
Revision No: 9	**Revision Date:** 6/28/23	**Policy Effective Date:** 6/28/23	**Expiration Date:** None until next revision
Initial Approval Date: 7/1/96 **BOS Minutes:** 5/28/96; 5/20/97; 9/25/02; 10/27/05; 6/25/07; 7/1/09; 7/1/11; 7/3/19; 6/28/23		**Distribution:** PolicyStat	

I. PURPOSE & OBJECTIVES

It is the policy of the Linn County Board of Supervisors to recognize employees for their continuous years of service to the organization, for exemplary service to the County, and upon their retirement from County employment.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and permanent part-time Linn County employees responsible to the Board of Supervisors; to an Elected Official, including the Elected Official and their deputies including special deputies; and the Public Health and Conservation Departments.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a Linn County labor agreement, the provisions of the Code of Iowa or the labor agreement will prevail.

III. PROCEDURES

Years of Service:

In appreciation for dedicated and continuous service, Linn County employees shall receive a recognition award at the completion of one (1) year of service, five (5) years of service, and in five (5) year increments thereafter. Awards will be given quarterly at a recognition breakfast held at a designated location for recipients, their guest and their supervisor.

The schedule for awards is as follows:

Years of Continuous Service	Recognition Award
1 year	Token of Appreciation such as a County Logo Key Chain or Lapel Pin
5 years	Certificate of Appreciation and a Gift Card equal to $20.00

10 years	Certificate of Appreciation and a Gift Card equal to $25.00
15 years	Certificate of Appreciation and a Gift Card equal to $35.00
20 years	Certificate of Appreciation and a Gift Card equal to $45.00
25 years	Certificate of Appreciation and a Gift Card equal to $70.00
30 years and continuous 5-year increments	Certificate of Appreciation and a Gift Card equal to $85.00

All Linn County employees with one (1) or more years of service will receive a token of appreciation.

All employees who reach a five (5) year increment will receive an invitation to the recognition breakfast and the designated award for years of service, according to the schedule of awards. At the end of each quarter, the Human Resources Liaison will notify the Employee Recognition Committee of the employees scheduled to receive awards during the next breakfast.

EMPLOYEE RECOGNITION SELECTION COMMITTEE

A twelve (12) member Employee Recognition Selection Committee is established, as follows: County departments will be divided into six (6) groups as equal in number of employees as possible. Departments with ten (10) or more employees will submit the names of one (1) management and one (1) non-management employee for possible appointment to the Selection Committee. Departments with less than ten (10) employees will submit the name of one (1) employee, either management or non-management. The Human Resources Department will assign one staff member to serve as the HR Liaison to the committee.

The Groups are made up of the following departments:

Group 1 – Auditor's, County Attorney, Recorder, Board of Supervisors, Facilities, Finance & Budget

Group 2 - Secondary Roads and Conservation

Group 3 –LCCS and Risk Management

Group 4 – Juvenile Detention, Veteran's Affairs, IT, Purchasing and Veteran's Affairs

Group 5 - Sheriff's Office

Group 6 –Treasurer's Office, Planning and Public Health

It is suggested that the employees are chosen first by asking for volunteers and if more than one employee volunteers from each category, (management and non-management) then selection is made by a drawing from those names submitted. If there are no volunteers from a department, then that department will not forward any names to the Human Resources Department.

The Human Resources Department will divide the nominees according to which group their department is in above. The Human Resources Department will draw one name from each category of management and non-management for each of the six (6) groups, resulting in a committee of not more than twelve (12) people.

Each member selected to be on the committee will serve a two year term. At the end of the two year term, if there are no volunteers to join the committee, the member may continue to serve on the committee.

The HR Liaison will schedule quarterly meetings to review exemplary service nominations. Committee members may call the nominator to discuss the nomination and ensure the nomination meets the criteria set forth for exemplary service. The Employee Recognition Selection Committee and the Employee Recognition Policy Committee will jointly host the recognition breakfasts. A member of the Employee Recognition Selection Committee will narrate the breakfasts.

RECOGNITION FOR EXEMPLARY SERVICE

The Board of Supervisors will recognize employees for exemplary service on a quarterly basis. Awards will be presented for work in the following categories: innovation, customer satisfaction, teamwork, and core values. Notice of the awards and names of recipients will be published in the County Newsletter. At the end of the fiscal year, the HR Liaison will put out a special newsletter highlighting all employees who were nominated for awards during the previous fiscal year.

Nomination forms must be completed for each nomination that is made, and submitted to the Human Resources Department. The Human Resources Liaison will forward nominations to the Employee Recognition Selection Committee. The forms must be complete and legible. Nomination forms are available through the Human Resources Department, in the Employee Handbook, and on the Intranet.

Nomination forms for exemplary service must be submitted by September 1 for presentation in October; by December 1 for presentation in January; by March 1 for presentation in April and by June 1 for presentation in July.

Nominations must be for work accomplished in the previous twelve (12) month period from the date the nomination is due. An employee may be nominated no more than two (2) times for the same work in any year period. An employee may be selected for each award for different work in any year period. An employee may receive the same award only once in any two (2) year period. Any employee or supervisor may nominate any other employee or supervisor.

Innovation:

Innovation may be demonstrated through the following ways:

1. The creation of a new product or enhancement/improvement of an existing product which results in improved customer satisfaction
2. The creation or improvement of a process which result in time savings, work flow enhancements, cost savings, revenue increases, improved service, or increased safety
3. Implementation of a new technology application which enhances customer satisfaction

Nominations will be evaluated based upon the following behaviors:

A. **Initiative:** the awarded work will display a willingness to start an activity without having it assigned
B. **Creativity:** the awarded work will be of an original nature or an original adaptation of existing work
C. **Results:** the awarded work will have an impact on dollars, effectiveness, systems, and/or technology

Customer Satisfaction:

Customer satisfaction may be demonstrated through the following ways:

1. Prioritizing customer satisfaction with the creation or enhancement Linn County Products to better satisfy Customers
2. Providing understanding and assistance to Customers who are not satisfied with a Product or process
3. Taking the initiative to resolve and close the customer experience gap
4. Listening to the Customer to understand their needs and/or expectations in order to improve the customer experience
5. Taking the initiative to determine and confirm understanding of customer needs and expectations to enhance the customer experience

Nominations will be evaluated based upon the following:

A. **Products:** the awarded work will highlight the creation of new and/or improved existing products to meet customer needs & expectations
B. **Voice of the Customer:** the awarded work will focus on identifying and prioritizing needs of the customer
C. **Bridging the Gap:** the awarded work utilize information from customer interactions to improve and innovate products to enhance customer experiences to reconcile any differences that exist between customer expectations and customer experience

Teamwork:

Teamwork may be demonstrated through the following way:

1. A collaborative effort between individuals who work toward the solution of mutual goals and internal customer satisfaction.

Nominations will be evaluated based upon the following behaviors:

A. **Cooperation:** the awarded work will display the willingness to take on additional responsibilities to meet department and/or organizational goals or to complete a special project
B. **Openness:** the awarded work will display the willingness to freely share and accept information, ideas, technologies, knowledge, and skills
C. **Teambuilding:** the awarded work will display the willingness to create an environment that encourages working together

Core Values:

Core Values is demonstrated through the following way:

1. An employee or group of employees creating an environment and culture of positive attitudes and behaviors that result in improved customer satisfaction.

Nominations will be evaluated based upon the following behaviors:

Communication: the awarded work will display a willingness to communicate openly and effectively

Respect: the awarded work will demonstrate personal integrity and respect for others
Accountability: the awarded work will recognize the accountability of an employee or group of employees' actions and/or decisions
Valued contributions: the awarded work will recognize the valued contributions of an employee or group of employees
Supportive environment: the awarded work will document the creation of a supportive, positive work environment

SELECTION PROCESS

The selection process has been designed to assure objectivity and fairness to eligible nominees. Nomination facts will be verified by the Chairperson of the Selection Committee prior to the committee meeting. This is not intended to judge the worth of the nomination, but to confirm the facts given on the nomination form, so that ratings are based on fact. The rating system will be a weighted average method along a four-point scale as described below. A minimum averaged score of 1.0 is required for any award to be given.

* 0 = does not meet definition
* 1 = meets definition
* 2 = exceeds definition
* 3 = greatly exceeds definition

Nominations will be ranked based upon the characteristics below and their associated weights.

In the event of a tie the Employee Recognition Selection Committee will flip a coin to determine a quarterly award winner.

In the event of a single nomination the Selection Committee will evaluate the nomination based on the criteria set forth in this policy. If the nomination doesn't receive a minimum score of 1.0 then no award will be given.

If a member of the Employee Recognition Selection Committee is nominated for an award and/or submitted a nomination for a quarterly award or directly supervises a nominee for a quarterly award, he/she shall abstain from the selection process for that award category.

INNOVATION:

Initiative = 30%

Creativity = 30%

Results = 40%

CUSTOMER SATISFACTION

Products = 33%

Voice of the Customer = 34%

Bridging the Gap = 33%

TEAMWORK:

Cooperation = 20%

Openness = 30%

Team Builder = 50%

CORE VALUES:

- Communication = 20%
- Respect = 20%
- Accountability = 20%
- Valued contributions = 20%
- Supportive = 20%

Example:

Employee A and Employee B have each been nominated for the innovation award. The ERSC rates the two (2) employees as follows on the scale of 0-3:

Employee	Initiative (30%)	Creativity (30%)	Result (40%)
Employee A	1	3	3
Employee B	3	2	2

Next, the scores in each category are multiplied by the percentage weight:

Employee A	1 x 30% = .3	3 x 30% = .9	3 x 40% = 1.2
Employee B	3 x 30% = .9	2 x 30% = .6	2 x 40% = .8

Then, the scores are added:

Employee A	.3	+	.9	+	1.2	= 2.4
Employee B	.9	+	.6	+	.8	= 2.3

Employee A would receive the award in the Innovation category.

Presentations for exemplary service will be made during the same breakfast meeting, which is held for years of service award recipients in the first month of each quarter for the previous quarter (October, January, April, and July). The employee who made the nomination, and the employee's department head or supervisor, if applicable, will be invited to attend the breakfast.

Awards for Exemplary Service

Permanent full-time and part-time employees receiving an award for exemplary service in each quarter will receive a $100 award and a certificate from the Board of Supervisors.

The award for any group of employees (2 or more) is a monetary award to each employee (according to the chart below) and a certificate from the Board of Supervisors for each member of the group.

2-5 Employees	$50	
6-10 Employees	$25	
10+ employees	$25	(The department/office of the employee will fund any group awards over 10 employees)

All monetary awards for exemplary service will be paid via the payroll process. The award will be deposited directly into the employee's bank account or a check mailed to their home address.

There is a possibility of a maximum of four (4) awards each quarter. If no employees are nominated during an award period, no awards will be given.

RECOGNITION AT RETIREMENT

In the interest of recognizing an employee's accomplishments at the conclusion of his/her work life, permanent full-time and part-time employees who retire from the County shall be formally recognized as indicated below. The Board of Supervisors will present these awards at one of the quarterly breakfast meetings. The schedule of awards shall be as follows:

1. An eligible employee who retires with less than ten (10) years of continuous service shall receive a certificate of appreciation from the Board of Supervisors & a $25 Visa gift card.
2. An eligible employee who retires with at least ten (10) years of continuous service, but less than twenty (20) years, shall receive a certificate of appreciation from the Board of Supervisors and a $50 Visa Gift Card.
3. An eligible employee who retires with twenty (20) or more years of continuous service but less than thirty (30) years shall receive a certificate of appreciation from the Board of Supervisors and a $75 Visa Gift Card.
4. An eligible employee who retires with at least 30 years or more of continuous service shall receive a certificate of appreciation from the Board of Supervisors and a $100 Visa Gift Card.

Any additional celebration in honor of an employee beyond the quarterly recognition breakfast meeting will be the responsibility of employees within the retiree's department. The use of County time and facilities (if available) for a retirement party will be granted, but no County funds will be expended for this purpose.

ADMINISTRATIVE PROCEDURES

1. The Human Resources Department is responsible for administering the provision of this policy to ensure the timely presentation of recognition awards.

2. The Department Heads are expected to cooperate in the effective implementation of this policy by verifying lengths of service as may be needed, and by notifying the Human Resources Department as far in advance as possible of impending retirements.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Title: Fitness Reimbursement Policy		**Policy Number:** PM-010	
Responsible Department: Human Resources			
Revision No: 8	**Revision Date:** 6/28/23	**Policy Effective Date:** 6/28/23	**Expiration Date:** None until next revision
Initial Approval Date: 12/14/94 **BOS Minutes:** 6/10/96; 7/28/97; 9/25/02; 8/13/03; 6/25/07; 7/1/09; 7/3/19; 6/28/23		**Distribution:** PolicyStat	

PURPOSE

The Fitness Reimbursement program is offered by Linn County to encourage employees to become physically fit, with the anticipation of lower health care claims and less frequent utilization of sick leave benefits. The County will reimburse a maximum of twenty dollars ($30) per month for a single fitness facility membership for the employee, or if the employee has a family membership, the County will reimburse a single membership rate up to and not to exceed thirty dollars ($30) per month.

SCOPE

This policy is applicable to all full-time and part-time employees, regularly scheduled twenty (20) hours a week or more. This includes Linn County employees responsible to the Board of Supervisors, employees responsible to an elected official, including the elected official and their deputies and the Conservation Department. Also included are employees of Emergency Management and the County Assessor's Office. Reimbursement for part-time employees will be prorated based on the number of hours regularly scheduled per week.

EXCEPTIONS

The Fitness Reimbursement is not available to part-time employees that are scheduled to work less than twenty (20) hours per week or temporary, seasonal, or on-call employees.

Specific Policy Provisions

A. To be eligible for a monthly fitness reimbursement, the employee must visit an eligible fitness facility a minimum of eight (8) times per month.

B. Local health/fitness facilities and online exercise courses (e.g., Peloton) are eligible for reimbursement if they offer both aerobic and/or anaerobic activities. You can submit information to the Human Resources Department for facility approval if you have a question.

Linn County Fitness Centers located at worksites are NOT eligible for reimbursement.

C. To receive a fitness reimbursement, a Fitness Reimbursement Claim Form must be completed. The Fitness Reimbursement Claim form is available on the county website or at the Human Resources Department. A claim form can be filed quarterly, semi-annually or annually for reimbursement of fees.

The completed claim form along with a receipt from the health/fitness facility or bank statement (showing your automatic deduction from your account) is submitted to the Human Resources Department.

1. Each claim form will have a choice of statements which will need to be read and verified with the employee's signature. The employee will need to select the proper statement for his/her claim. The choice of statements are as follows:

   a. **Claim for Semi Annual or Annual Payment**
   The fee incurred and paid will state "I, (employee's name), will/have (circle one) attend/ed (insert facility's name) an average of eight (8) times per month for the following months (list months)."

   Employees are eligible for up to six (6) months advance payment if paying an annual fee. This will be used for both the first and second installment of an annual fee. You will be using the same receipt for both reimbursement requests.

   b. **Claim for Monthly Payment** (Reimbursement is paid quarterly, every three (3) months or greater.)

   The fee incurred after the service has been provided and payment made, will state "I (employee's name), have attended (insert facility's name) an average of eight (8) times per month for the following months (list months).

   Proof or payment is required for each month.

D. Employees who terminate employment with Linn County have until then end of the calendar month of their termination to submit their request for Fitness Reimbursement. This request may be for less than the three (3) month minimum request.

E. Employees who terminate their membership at a health/fitness facility prior to completion of a quarter may submit a request for less than the three (3) month minimum request with approval from Human Resources.

F. Employees may request reimbursement at any time during the year. Reimbursement is processed through the Auditor's Office/Accounts Payable and will be deposited to your account on file. If you do not have an account on file with the Auditor's Office/Accounts Payable, you will be issued a paper check.

All claims for reimbursement, with accompanying documentation, must be submitted to the Human Resources Department **prior to the last work day of February following the end of the calendar year of reimbursement.** For example, receipts for calendar year 2023 must be turned into the Human Resources Department prior to the last working day in February 29, 2024.

FITNESS REIMBURSEMENT CLAIM FORM

Employee: _____ **Department:** _____
(Print Name)

Home Address: _____

Work Status: Full or Part Time *(circle one)* **Hours per week:** _____

Amount Requested: _____
(Maximum: $20/month for full time employees)

Complete the appropriate section based upon your payment/s to the fitness facility.

CLAIM FOR SEMI-ANNUAL OR ANNUAL PAYMENT

Claim for payment of annual membership dues. Reimbursement is paid up to a maximum of six months in advance.

You must attach a receipt from your facility or a copy of your bank statement showing the deduction of your dues.

I, _____ (insert employee name) will/have (circle one) attend/ed (insert facility name) _____ an average of eight times per month for the following months (list months)

_____

CLAIM FOR MONTHLY PAYMENT

Claim for payment of monthly membership dues. Reimbursement is paid **quarterly** (every three months) or greater.

You must attach a receipt from your facility or a copy of your bank statement showing the deduction **for each month** of your dues.

I, _____ (insert employee name) have attended (insert facility name) _____ an average of eight times per month for the following months (list months)

_____

All claims for the current calendar year are due to the Human Resources Department no later than the last working day in February of the following calendar year. (Ex: January – December 2019 reimbursement deadline is February 29, 2020.)

REMINDER: Attach proof of payment (Receipt or Bank Statement/s).

_____ _____
Employee Signature Date

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Title: Employee Well-Being Policy		**Policy Number:** PM-022	
Responsible Department: Human Resources			
Revision No: 2	**Revision Date:** 6/28/23	**Policy Effective Date:** 6/28/23	**Expiration Date:** None until next revision
Initial Approval Date: 8/28/13 **BOS Minutes:** 8/28/13; 6/28/23		**Distribution:** PolicyStat	

PURPOSE

It is the policy of Linn County to support the well-being of employees through a variety of programs designed to promote health and wellness of the employee, his/her family, and the community. Benefits of worksite wellness programs include an increase in work performance, reduced absenteeism and on-the-job injuries, containment of health care costs as well as improved morale and quality of life for employees (Linn County Strategic Plan, Strategy 4, Enhance Quality of Life, www.linncounty.org).

SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; employees of the County Assessor's Office, Public Health Department and Conservation Department; temporary, seasonal or on-call employees.

SPECIFIC POLICY PROVISIONS

Linn County supports:

Partnership with an independent wellness vendor to provide:

A. Annual health screening, health coaching, and disease management programs
B. Information and education for health risk prevention
C. Annual reporting of aggregate results to management for strategic planning
D. Annual reporting of aggregate results to employees
E. Incentives for participation in wellness screenings

Health Awareness Team

A. The Health Awareness Team mission is to: create a supportive, positive work environment by promoting a healthy lifestyle for County employees.

B. (Linn County Strategic Plan, Strategy 6, Create and Foster a Culture of Ownership, www.linncounty.org).

C. The Team consists of employees from various departments and is open to any employee that would like to join and has management approval. The Committee meets once per month for approximately an hour and half unless more time is needed to work on a larger event (i.e., Health and Safety Fair). Director approval is obtained for events that may involve time during the work day; this is kept to a minimum so as not to disrupt day-to-day business.

D. Examples of Wellness initiatives include:
   - Linn County Healthy Steps Newsletter (quarterly Health Awareness Team publication)
   - Wellness information in The Linn County Link (quarterly employee newsletter)
   - Health and Safety Fair
   - Flu shot clinic
   - Biggest Loser Challenge
   - Blood Drives
   - Health Screening and Risk Assessment
   - Health Coaching on work time (if eligible)
   - Organized team participation in community events/walks

E. Wellness Logo
   The Health Awareness Team has created a logo that is placed on all Health Awareness Team endorsed events, activities, and educational materials.

Exercise & Health

A. Linn County encourages all of its employees to engage in a regular program of exercise (unless existing medical conditions make such a program unadvisable).
   - Exercise time should not conflict with the peak work schedule, other work related responsibilities, create a need for overtime, or cause conflicts with other employees' schedules.
   - Time away from work for exercise purposes may occur during break-time, lunch-time, before work, after work, or on the weekends depending upon the type of exercise program with which the employee is involved.
   - Time away from work to exercise should not exceed normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, flex/vacation leave time must be used. The use of flex or vacation time must be approved using the same procedure as other time off requests.

B. Off Site Fitness Centers/Online Fitness Classes – Linn County has a Fitness Reimbursement Policy (PM-101 in the Employee Handbook and on the Employee Intranet) which offers full-time employees up to ~~$20.00~~$30.00 per month for reimbursement of fitness center dues. Reimbursement for part-time employees

working greater than twenty (20) hours per week will be prorated based on the number of hours regularly scheduled per week.

C. On Site Fitness Centers – Linn County provides on-site fitness centers for County employees at the Public Service Center, Community Services Building, and the Sheriff's Office. For additional information employees should contact the Risk Management Department at 892-5200.

D. Stretching – Linn County strongly encourages daily stretching. A consistent flexibility training program is important for maintenance of range of motion and flexibility. Stretching is allowed to be performed during work time but should be done in a manner that does not leave a work area unstaffed. Please reference the Employee Intranet *Get Up Offa That Thing* link for suggested stretching exercises.

E. Alcohol at County Sponsored Events – Alcohol is not allowed at Linn County sponsored events (PM-006 Drug-Free Workplace Policy in the Employee Handbook and on the Employee Intranet).

F. Linn County is a Smoke-Free Workplace (PM-012 Smoke-Free Policy in the Employee Handbook and on the Employee Intranet).

G. Clean Air/Tobacco Cessation Programs – prescription drugs and devices used to treat nicotine dependence as well as medical evaluations are covered under the group health insurance plan at 100%.

Worksite Breastfeeding

A. Employees shall be provided a place to breastfeed or express milk. An employee room is provided as a private and sanitary place for breastfeeding employees to express their milk during work hours. This room provides an electrical outlet and nearby access to running water. Employees may use their private office for breastfeeding or milk expression, if they prefer. In facilities where there is not a designated "private room," accommodations will be made.

B. A refrigerator will be made available for safe storage of expressed breast milk. Employees may use their own cooler packs to store expressed breast milk, or may store milk in a designated refrigerator/freezer. Employees should provide their own containers, clearly labeled with name and date. Those using the refrigerator are responsible for keeping it clean.

C. Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression. A breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breast milk for her child. Reasonable break time for breastfeeding will be provided for up to one (1) year, per pregnancy.

D. Staff is expected to provide support for breastfeeding employees. Realizing the importance of breastfeeding to the infant, the mother, the County, and employees should provide an atmosphere of support.

Employee Volunteers

A. Linn County recognizes it is our responsibility as a good corporate citizen to help strengthen our community. Consequently, we encourage our employees to become involved in the community, lending their voluntary support to programs that enrich the quality of life and opportunities for all citizens.

B. In support of our community involvement, the Board of Supervisors, Human Resources and department managers will review and select charities to support throughout the year. Supervisory approval needed for events that may involve volunteer time during the day. This should be kept to a minimum so as not to disrupt day-to-day business. Examples of Linn County currently supported charities:

- Charitable Giving Campaign (United Way, Iowa Shares and Community Health Charities)
- Eastern Iowa Freedom from Hunger
- Toys for Tots
- Adopt-a-Family
- Giving Trees
- Mississippi Valley Regional Blood Center
- Corridor Goes Casual for Kids
- Stand Down (connects homeless and near-homeless with community resources)
- ADA Celebration
- Adopt a Veteran

Healthy Nutrition

A. Linn County is dedicated to providing a work environment that supports healthy nutrition. Nutrition has an impact on our health. The provision of healthy food alternatives will make it easier for employees to make healthy choices and will contribute to better health for all.

B. Linn County will ensure that a variety of healthy food choices are available for all organization activities. This applies to all meetings, functions, and events for employees and guests where food is served.

C. Linn County will ensure that all meal, snack, and beverage choices offered will include one (1) or more of the following items:

- **Fruits and/or vegetables** – Examples include fresh, frozen, canned or dried fruits (such as grapefruit, oranges, apples, raisins, or 100% fruit juices), and fresh, frozen or canned vegetables

- **Low-fat milk and dairy products** – Examples include skim/nonfat or 1% milk (also lactose-free); low-fat or fat-free yogurt, cheese, ice cream, and calcium-fortified soy beverages

- **Foods made from grains (like rice, wheat, and oats), especially whole grains** – Examples include whole-wheat crackers, bread and pasta, whole-grain cereal, and low-fat baked chips

- **Water**

D. Linn County supports healthy vending choices as outlined in the Healthy Vending Policy (OP-018 Healthy Vending Policy in PolicyStat.

Enforcement

Elected Officials, Department Heads and supervisors have the responsibility to encourage adherence to this policy and to enlist the cooperation of employees in accomplishing these objectives.

LINN COUNTY
FITNESS CENTERS

FACILITIES: Linn County has fitness centers located in the Public Service Center located at 935 2nd Street SW, the Community Services Building located at 1240 26th Street Ct SW and the Harris Building located at 1020 6th St. SE. The fitness centers consist of cardiovascular equipment, strength training equipment and televisions. Locker rooms and shower facilities are available for use of employees.

HOURS OF OPERATION: Monday – Friday 5:00 a.m. to 9:00 p.m.
Saturday & Sunday 7:00 a.m. to 12:00 p.m.

ELIGIBILITY:

Regular full and part-time (twenty (20) hours per week or more) Linn County employees

MEMBERSHIP: $15 annual membership fee

The following forms ***must*** be completed, along with an orientation of the Fitness Center, before membership is granted.

1. ***Acknowledgement of Assumption of Risk, Release and Indemnity Agreement:*** This form must be completed and signed prior to use of the fitness center.

2. ***PAR-Q:*** This form assesses your ability to immediately perform moderate to vigorous activity. This form must be completed prior to joining the center. A Physician's Release form could be requested if health concerns are present.

NOTES:

1. Weekdays between the hours of 8:00 a.m. – 5:00 p.m., please park in the employee parking lots.

2. Your County issued access card will gain you access to the front entrance of the buildings and into the Fitness Center and locker room area.

HOW DO I GET STARTED?

For details on becoming a member check out the forms on the intranet or call Risk Management to obtain copies of the forms and e-mail risk_mgmt@linncounty.org to schedule an orientation.

Bring completed forms to the orientation appointment

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

Title: Training Assistance and Tuition Reimbursement Policy		**Policy Number:** PM-022	
Responsible Department: Human Resources			
Revision No: 7	**Revision Date:** 6/28/23	**Policy Effective Date:** 6/28/23	**Expiration Date:** None until next revision
Initial Approval Date: 7/1/97 **BOS Minutes:** 6/28/23; 07/3/19; 7/1/14; 7/1/11; 7/1/09; 6/25/07; 5/19/97		**Distribution:** PolicyStat	

Training Assistance

Purpose

The purpose of this policy is to provide: 1) County/departmental required training; 2) conferences or seminars specifically related to County work and designed to meet the needs and interest of employees and 3) funding for college courses including courses toward a degree program in a discipline related to County employment through the Tuition Reimbursement Program. It is the policy of the Linn County Board of Supervisors to provide tuition assistance, on-the-job training and long-range employee development for eligible regularly scheduled full time and part-time Linn County employees subject to the availability of funds. The Board of Supervisors encourages employees to take advantage of educational opportunities through courses, programs, or degree studies that relate to present or future County job responsibilities or assignments.

Scope

This policy is applicable to eligible regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and their deputies; and the Public Health and Conservation Departments. Temporary, seasonal or on-call employees are excluded from this policy.

Whenever the provisions of this policy are in conflict with the *Code of Iowa* or with a Linn County labor agreement, the provisions of the *Code of Iowa* or the labor agreement will prevail.

Specific Policy Provisions

1. County/departmental required training includes all interdepartmental classes, such as First Aid and CPR training from the Risk Management Department. It also includes intradepartmental training designed for a certain occupation such as self-defense training for all Deputy Sheriffs. This training is paid from departmental budgets.

2. Conferences, seminars or course work authorized for attendance by the Department Head are educational opportunities which are directly related to the employee's current position or required by the department. This training is paid from departmental budgets provided money is available. Such conferences or seminars may allow employees to receive necessary continuing education units (CEUs) or vocational certificates. Employees are allowed to attend on County time if held during the regular work day of the employee subject to supervisory approval.

3. The Tuition Reimbursement Program and the required forms are set forth below. The funding for the Tuition Reimbursement Program comes from the Linn County Employee Development budget.

Tuition Reimbursement Program

Purpose

Financial assistance is available to eligible employees of Linn County to aid in their growth and development subject to available funding. We believe this will result in long-term improved service to our customers. Employees are encouraged to take advantage of education opportunities through college courses, programs, or degree studies that reasonably relate to current job responsibilities or future County assignments.

Important Features

College coursework must be compatible with the employee's current job or preparation for a higher position to which he/she could reasonably expect to be promoted. A percentage of tuition will be reimbursed for approved courses completed at an accredited educational institution. The maximum allowable reimbursement per course period or course block is $500. The maximum allowable tuition reimbursement for any one employee per fiscal year is $1,500. The reimbursement rate will be applied per the following schedule up to a $500 maximum per course:

A = 100% tuition assistance
B = 75% tuition assistance
C = 50% tuition assistance
Pass/Fail = 50% tuition assistance

If an employee is able to receive reimbursement for more than one class because the cost of one class is less than $500, the applicable reimbursement amount per class will be determined by Human Resources staff based on the grade received and the remaining allowable reimbursement up to the $500 maximum.

Eligibility

1. **Employee must have completed probation prior to an application for participation and must also be an employee at the time the college course is completed to qualify for payment.** Employee must be regularly scheduled for twenty (20) hours or more per week. If part-time employees are approved, the reimbursement will be pro-rated based on the number of hours scheduled to work. Temporary or on-call employees are not eligible. College coursework must be pursued at an accredited educational institution such as Coe College, Mt. Mercy University, Kirkwood Community College, Cornell College, the University of Iowa, ~~Kaplan University~~, Upper Iowa University, etc. Courses such as Dale Carnegie, Toastmasters or courses which grant continuing education credits (CEUs) are not included under this program.
2. College coursework must be scheduled outside of normal working hours. Exceptions must be approved in advance by employee's Department Head. Approved vacation leave or flexible time, for example, may be approved by the Department Head.

3. A *Linn County Tuition Reimbursement Course Request* form must be completed and submitted to the Employee Development Committee prior to the start date of the course. The employee will be notified as soon as possible of approval or disapproval. The committee does not always meet monthly, so allow extra time for the review process. Forms are available in ~~the Employee Handbook~~ PolicyStat.

4. An employee can apply to receive education assistance to pursue a college degree program. A *Linn County Tuition Reimbursement Request to Pursue Degree Program* form must be completed prior to the submission of a *Tuition Reimbursement Course Request* form if an employee wishes to receive education assistance to pursue a college degree program. Approval for a college degree means courses will be approved that are directly or not directly related to the employee's current position but are required to complete the degree. A request to pursue a reimbursed degree program will need to be re-submitted and approved if no courses are taken within a 12 month period. If a degree program does not apply, college courses can be approved on a course-by-course basis. In determining such approval, the Committee shall consider the criteria set forth in this policy.

5. Preference will be given to individual course requests and undergraduate degree programs. If funds are available, approval of graduate degree programs will also be considered by the Committee. Request forms must be submitted prior to the start date of the course. Such courses will be subject to a maximum allowable reimbursement of $500 per course and $1,500 per fiscal year per employee. If an employee is unable to meet the deadlines stated in this policy, please contact the Human Resources Department at 892.5120 as soon as possible.

6. A grade of "C" or better must be attained to receive reimbursement. For pass/fail courses, a "passing" grade must be received. In the event a letter grade is not given, evidence of satisfactory completion in the form of a certificate or diploma must accompany the receipt. **Request for reimbursement must be submitted within thirty (30) days of the course end date.**

7. IRS regulations currently require that tuition reimbursement programs be considered non-taxable income. This regulation is subject to change, and the County will apply the appropriate IRS regulations in effect at the time of reimbursement.

8. If the employee leaves County employment, he/she is required to reimburse the County for payments received in the previous twelve (12) month period unless termination is for reasons of disability, death, retirement or layoff. The twelve (12) month period begins at the completion of the course. **Further, employee agrees such reimbursement will be deducted from the last paycheck from the County unless other arrangements are made with the Payroll Department in the Auditor's Office.**

9. Reimbursements for approved expenses of the Tuition Reimbursement Program are paid from the Employee Development Committee's designated education funds. **Therefore, the availability of dollars may affect whether or not a course is approved for reimbursement.**

Questions about the Training Assistance and Tuition Reimbursement Program should be directed to the Human Resources Department at 892-5120.

Office of
BRIAN D. GARDNER
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SHERIFF'S OFFICE
319-892-6100
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CIVIL DIVISION
319-892-6240
FAX: 319-892-6241

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

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

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

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

SHERIFF'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

January 1, 2023, to March 31, 2023

SERVICE FEES/MILEAGE	$271,157.00
INTEREST	$160.00
CARE OF PRISONERS	$769,453.00
PRISONER RM/BRD 40%	$46,177.00
JAIL COMMISSIONS	$55,682.00
WEAPONS CARRY/PURCHASE PERMITS	$25,360.00
COLLECTION OF FINES	$181,148.00
QUARTERLY TOTAL	$1,349,137.00

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

Brian D. Gardner, Linn County Sheriff — Dated 6.26.23

LINN COUNTY
FISCAL YEAR 2024 BUDGET APPROPRIATIONS
RESOLUTION NO.:

Expenditures cannot exceed the following fiscal year 2024 appropriations by organization:

1	BOARD OF SUPERVISORS	$	23,500,997
2	AUDITOR		3,178,838
3	RECORDER		1,688,211
4	TREASURER		3,986,083
5	COUNTY ATTORNEY		5,979,253
6	IT		4,328,340
9	RISK		398,981
10	CIVIL SERVICE		19,244
11	HUMAN RESOURCES		1,022,601
12	FACILITIES		3,164,282
13	FACILITIES - BOARD BUILDINGS		1,451,292
14	FINANCE & BUDGET		793,606
15	SUSTAINABILITY		143,208
16	PURCHASING		505,108
21	SHERIFF		29,886,539
24	MEDICAL EXAMINER		860,800
27	COURT EXPENSE		32,500
29	JUVENILE JUSTICE		213,479
30	DHS - STATE WELFARE		307,077
33-34	LCCS		12,306,978
35	YOUTH SERVICES		4,846,805
36	VETERAN AFFAIRS		610,874
37	PUBLIC HEALTH		7,389,772
40	PLANNING & DEVELOPMENT		1,769,355
42	LIFTS		2,194,014
45	SOIL CONSERVATION		216,351
46	CONSERVATION		12,956,451
61	ENGINEER		20,906,686
65	CIP		1,785,000
86	BONDS		5,794,177
		$	152,236,902

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

RESOLUTION NO. 2023-06-

A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER WITHIN THE LINN COUNTY FISCAL YEAR 2023 ANNUAL BUDGET

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2023 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Administration area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Administration service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2023 Annual Budget are revised as follows:

Organization	Transfer
09 Risk Management	$17,000
01 Board of Supervisors	($17,000)

PASSED AND APPROVED this _____ day of June 2023.

LINN COUNTY BOARD OF SUPERVISORS

_____
Louis Zumbach, Chair

_____
Ben Rogers, Vice Chair

_____
Kirsten Running-Marquardt, Supervisor

ATTEST:

_____
Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

_____
Joel Miller, Linn County Auditor

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 FOR CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under authority of §331.361, Code of Iowa, to dispose of the interest of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated portions of right-of-way described as:

LEGAL DESCRIPTION

A portion of Section 12, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows:
Existing Skillman Road right-of-way lying 33' east of the west line of Lot 7, Auditors Plat No. 81, north of U.S. Highway 30 right-of-way and south of the east 75' right-of-way line of Skillman Road.

Said vacated area = 0.38 acres more or less, subject to easements and restrictions of record or use.

and

WHEREAS, Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County may have in the above described parcel of vacated right-of-way.

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 convey to Kirk D. Weih and Annette M. Weih, husband and wife as joint tenants with full rights of survivorship, and not as tenants in common, whatever interest 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 on the 17th day of July, 2023, at 10 o'clock, 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, this __ day of_____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

_____
Chairperson

ATTEST:

_____
Supervisor

_____
Linn County Auditor

_____
Supervisor

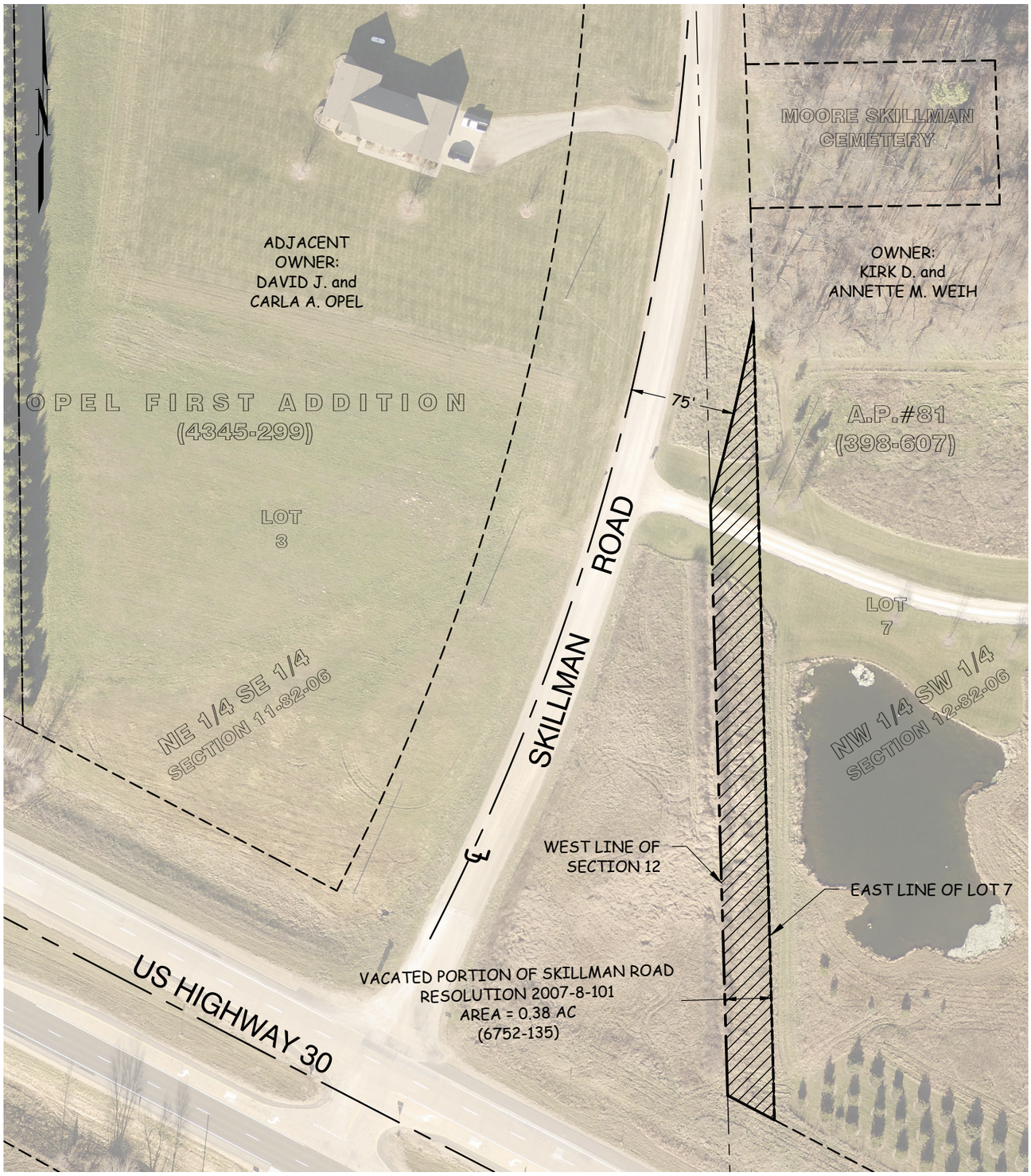
STATE OF IOWA)
COUNTY OF LINN)SS

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



Legal Description:

A portion of Section 12, T. 82N., R.06W. of the 5th P.M., Linn County, Iowa described as follows:
Existing Skillman Road right-of-way lying 33' east of the west line of Lot 7, Auditors Plat No. 81, north of U.S. Highway 30 right-of-way and south of the east 75' right-of-way line of Skillman Road.

Said vacated area = 0.38 acres more or less, subject to easements and restrictions of record or use.

LEGEND

– – – – – – – PROPERTY/ROW LINE

—— – – —— SECTION LINE

( ) RECORDED DIMENSION or RECORDED BK-PG

Secondary Road Department

1888 COUNTY HOME ROAD
MARION, IOWA 52302
PH (319) 892-6400

QUIT CLAIM EXHIBIT

NW 1/4 SW 1/4, SEC 12-82-06

100 50 0 100

SCALE: 1" = 100'

THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.

DATE 06/09/2023

DATE REVISED

DRAWN BY CAL

SHEET 1 OF 1 SHEET

CAD FILE: G:\Engineer\Road Vacations\Skillman Road\SKILLMAN QUITCLAIM.dwg DATE PLOTTED : Jun 26, 2023 – 2:57PM PLOTTED BY : CLOGAN

ECICOG - Linn County Transportation
FY 2024 Transit Purchase of Service Contract

Whereas, this contract is between the contractor, East Central Iowa Council of Governments, hereinafter referred to as ECICOG, and the subcontractor, Linn County Transportation, hereinafter referred to as LIFTS; and

Whereas, ECICOG, as CorridorRides, has been officially designated as the regional transit system for Iowa Transit Region 10 pursuant to Section 324A.1 of the Code of Iowa; and

Whereas, LIFTS is a provider of passenger transit services and has the desire and capability to provide public transit services on behalf of the regional transit system within Linn County, Iowa;

Now, therefore, the parties do hereby mutually agree as follows:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit service to the residents of Linn County on behalf of the designated regional public transit system (CorridorRides), and establish procedures through which ECICOG can provide federal and state operating assistance to LIFTS for such service, ensure LIFTS's compliance with state, federal, and regional transit regulations (see *CorridorRides Handbook*), and provide a method for LIFTS to report service achievements to ECICOG.

2. The contract period shall begin on July 1, 2023 and continue through June 30, 2024. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

3. The service covered under this contract shall fully conform to the rules and regulations promulgated by the Iowa Department of Transportation (IDOT) and the Federal Transit Administration (FTA).

B. Description of Service

1. All transit services funded under this contract will be provided as demand responsive by LIFTS and open to all members of the general public at all times on an equal basis.

2. Minimum service requirements have been established by ECICOG and are generally as follows:

- Operate Monday-Friday, 7 AM-5 PM.
- Demand responsive (no fixed stops or times)
- Open to the public (not limited to specific populations).
- Minimum 24-hour advance reservation. (unless otherwise approved under additional services, see section B.7).
- Maximum 7-day advance reservations.

- No standing reservations (with the exception of shuttles and contract service).
- Contract is for service in home county.

3. A reasonable fare will be established by LIFTS. Reduced fares or suggested donations may be offered to clients, but fares required by any member of the general public shall fairly reflect the benefits of state and federal transit subsidies.

4. LIFTS shall provide information regarding the availability of service to the general public including subscriptive routes, times of service, fares, and reservation policies and procedures.

5. Additional passenger transit services may be provided on an incidental basis, but these incidental services may not be subsidized with state or federal transit operating assistance funds. Incidental service is non-public transit service offered during times when a vehicle is not needed for public transit services and includes meal delivery and restricted client (not-open-to-the-public) transit. It may also include charter service to other groups provided such groups are eligible under FTA charter rules. Incidental services shall adhere to the following:

- Such incidental services shall not exceed 20% of the total usage of any vehicle provided by ECICOG.
- Incidental service shall not interfere with or take priority over LIFTS general public service.
- LIFTS must also report separately to ECICOG the times of service, miles, hours, ridership, revenues, and expenses for incidental service.

6. Service can be provided to the general public with third-party contracts for elderly, disabled, and human service agencies. Service under these contracts will remain open to the general public but may be targeted toward serving these agency clients. The level of service shall include any combination of demand-response, subscription, and/or deviated route service and shall be similar to that as outlined in 'B2'.

7. Recognizing that public transit services may need to be provided outside of the home county, or outside of the established dates and times outlined in B.2 above, a process for accommodating exceptions has been established. Such trips must prove beneficial to the regional transit system. This process is as follows:

Written Proposal shall be submitted to ECICOG on the "Request for Additional Contracted Services" form (Appendix A):

A. Description of proposed service.
B. Description of funding sources and operating budget for proposed service.
C. Timeline for implementation and delivery of service.
D. Description of public input opportunities.
E. Discussion of how basic services will be impacted.
F. Signature of authorized signatory for provider.

Implementation:

A. Staff review and comment.
B. Review by TOG with recommendation (meets quarterly).
C. Reviewed by Board with formal approval.

8. Additional subcontracting of capital and/or operations is not allowed under this contract.

9. Public allowed to schedule rides by utilizing LIFTS scheduling/dispatch service.

10. Service may be provided for regionally beneficial trips outside of the home county, but within the six-county ECICOG region, for trips with a medical purpose including, but not limited to, MCO Transportation brokers.

11. Service may be provided for emergency preparedness and disaster response as referenced in Chapter 15 of the *Iowa Transit Manager's Handbook*.

C. Vehicle Responsibilities

1. Vehicles for the provision of services described in this contract shall be supplied by ECICOG to LIFTS. ECICOG will lease equipment to LIFTS through a purchase of service contract that is updated annually. A transit equipment user agreement and a listing of the leased vehicles and other leased equipment are found in Appendix B and Appendix C.

2. Vehicles supplied by ECICOG shall be subject to rotation with other vehicles in ECICOG's regional fleet in order to maintain the federally prescribed minimum annual utilization of 10,000 miles for each vehicle in the fleet that has an odometer reading of less than 100,000 miles. ECICOG will monitor the annual mileage and assist LIFTS with this rotation to help assure that the required mileage is obtained.

3. LIFTS shall assure that the transit equipment, both owned by LIFTS or leased by ECICOG, is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of LIFTS. All repairs will be made promptly.

4. ECICOG is responsible for obtaining the necessary vehicle title registrations and annual license registration renewals.

5. LIFTS shall insure all services funded under this contract and all uses made of vehicles provided by ECICOG with the following minimum coverage:

- Commercial Liability - $1,000,000
- Uninsured and Underinsured Motorist - $1,000,000

LIFTS shall list ECICOG as an additional insured on vehicle insurance policies. LIFTS shall provide ECICOG with a certificate of insurance or other document that ensures this coverage is in effect. Such insurance shall not be canceled without at least 30 days written notice to ECICOG.

6. All vehicles provided by ECICOG or owned by the LIFTS and providing public transit service shall conform to Federal/State established, and ECICOG's subsequent, vehicle signage policy.

D. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by LIFTS. LIFTS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles which they are responsible for operating and as required by state and federal laws. All drivers will also comply with FTA Drug and Alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

2. Scheduling and dispatching shall be provided by LIFTS.

3. Training of operational personnel, both paid and volunteer, shall be provided by LIFTS and shall be assisted by ECICOG if requested by LIFTS. LIFTS shall require the same entry level/basic training for its volunteers as is required of its paid employees.

4. Dissemination of information about transit services provided under this contract shall be the responsibility of LIFTS.

5. LIFTS shall assume full responsibility for the operation of vehicles, both owned by LIFTS or leased by ECICOG. LIFTS shall implement methods to address requests for service, identify fare categories by rider, make necessary variances to schedules or routes, and provide complete information about the availability of service to the general public.

6. LIFTS shall be responsible for vehicle/driver backup and recourse if service cannot be provided in accordance with this contract. Recourse can include but is not limited to loss of federal and state operating assistance, loss of regional vehicle use, or back payment of any operating assistance that may have been provided for the specific service. The ECICOG Board of Directors shall determine this recourse.

E. Other LIFTS Responsibilities

1. LIFTS shall serve as an independent subcontractor of ECICOG.

2. LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

3. LIFTS shall be included in a county audit or secure an annual independent audit of its transit program including services provided under this contract. A copy of the audit shall be provided to ECICOG.

4. LIFTS shall permit inspection of its vehicles, services, books, and records by ECICOG or agencies providing funding to ECICOG upon the request of ECICOG.

5. LIFTS shall accept all risk and indemnity and hold ECICOG and the IDOT harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or

to injury or death of any person arising out of the acts or omissions of LIFTS or its employers or agents.

6. LIFTS shall comply with all applicable state and federal laws and/or administrative rules including but not limited to the FTA charter rule, equal employment opportunity, affirmative action, traffic control, nondiscrimination, motor vehicle equipment, confidentiality, freedom of information, and FTA/IDOT requirements for drug and alcohol testing. The cost for implementing these laws/rules shall be the responsibility of LIFTS.

7. LIFTS shall participate on the ECICOG Transit Operators Group and shall supply such information as is necessary for the preparation of the annual Region 10 Transportation Improvement Program, Consolidated Transit Application, the Passenger Transportation Development Plan, the Long Range Transportation Plan, and any other document ECICOG/IDOT requires or prepares.

8. LIFTS shall coordinate with other transit providers and pursue agreements and service contracts with other agencies that provide or need to purchase transportation. ECICOG shall prepare all contracts and all contracts shall be approved by ECICOG and IDOT.

9. LIFTS shall submit in writing the estimated annual level of service for the upcoming contractual year. This shall include total ridership and revenue hours. LIFTS shall also provide the estimated budget for providing this service.

10. LIFTS estimated fully allocated costs for service are as follows:

FY24 Estimated operating budget: $2,209,440
FY24 Estimated revenue hours: 23,400
FY24 Estimated overall cost per revenue hour: $94.42

Service	est. Revenue hours	allocated cost of service
County	11,000	$1,038,625
City	12,400	$1,170,808

11. LIFTS shall also agree to participate in the regional ITS program as developed by the ECICOG Board. Participation shall include:

- provision of Routematch service data for use in regional data reports;
- attendance at user meetings as applicable;
- documentation of operational and/or administrative back up procedures;
- provision of other information and cooperation that may be necessary to assess the benefits, costs or implementation requirements of the regional ITS program.
- Participation and financial obligation for utilizing Routematch service, including maintenance and support as part of region-wide agreement

F. Other ECICOG Responsibilities

1. ECICOG shall provide regional operating subsides to LIFTS for public transit services under the terms identified in this contract. These include but are not limited to STA, 5310, 5311, and local participation.

2. ECICOG shall, based on information supplied by LIFTS, other subcontractors, and its own records, prepare all required reports to the IDOT.

3. ECICOG shall assist LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

4. ECICOG shall accept all risk and indemnity and hold LIFTS harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of ECICOG or its employers or agents.

G. Compensation

1. Based upon the projected revenues that ECICOG will receive from the IDOT contracts and contingent upon ECICOG's receipt of such funds, operating assistance to providers shall be assessed exactly like IDOT's distribution formula to the regional transit systems. (See Appendix D for a complete explanation of the distribution formula). For Fiscal year 2024, estimated regional FTA assistance is $978,790 and STA is $878,768. Actual subsidies to LIFTS will be dependent on FY23 year-end operating statistics.

2. Subsidy payments for public transit services under this contract shall be on a quarterly basis.

3. All passenger revenues shall be applied to the costs of transit services prior to application of regional operating assistance and shall be considered to have expanded the level of services compared to what would be available without such resources.

4. It shall be the responsibility of LIFTS to address shortfalls of anticipated funding from any source or if the actual level of fully allocated costs of service increase above estimated levels. ECICOG encourages the establishment of budget reserves to protect against possible revenue shortfalls or service cost increases.

5. ECICOG reserves the discretion to adjust operating assistance distributions when deemed appropriate by ECICOG due to extraordinary or extenuating circumstances.

H. Reporting

1. Within 30 days after the end of each month, LIFTS shall provide ECICOG with a monthly financial report for services rendered in the previous month including a report of program revenues and program expenses.

2. Within 30 days after the end of each fiscal quarter (October 1, January 1, April 1,August 1), LIFTS shall furnish ECICOG with information concerning LIFTS transit service provided during the preceding quarter. The statistical information will be reported to ECICOG on forms provided by ECICOG or in a format approved by ECICOG. LIFTS shall provide the following reports:

- Quarterly Statistical Reports-(Fully allocated costs for services, trips, miles, hours, etc.)
- Quarterly Vehicle Odometer Readings
- Quarterly Fuel Tax Reports

- Disadvantaged Business Enterprise Contracting Opportunities
- Other reports as required by the IDOT or ECICOG contracts

Note: All reports shall be reviewed and approved by Transit Manager/Director before submittal.
Note: Failure to provide such information on a timely basis may delay subsidy payments as described in section 'G1'.

3. The following items shall be reported by LIFTS to ECICOG on an on-going basis:
   - Accidents involving vehicles owned by ECICOG
   - Cancellations or significant delays/changes in services provided under this contract
   - Emergency use of subcontractors to avoid service interruptions.

4. On an annual basis, LIFTS shall submit to ECICOG, a copy of an approved budget.

I. Operational Review Report

1. Within 60 days of the end of this agreement, ECICOG shall perform an operational review and report of the LIFTS program to ensure compliance with the terms of this agreement.

2. LIFTS will have 60 days following the issuance of said report to remedy any identified operational deficiencies, and shall document to ECICOG's satisfaction all remedial actions taken.

3. Operational deficiencies not addressed within the 60-day period may result in ECICOG's termination of any and all agreements with LIFTS.

J. Entire Agreement

1. This contract contains the entire agreement between LIFTS and ECICOG. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

1. Any changes to this contract must be in writing and receive the concurrence of ECICOG and the IDOT.

L. Termination

1. Termination of this contract may be made by either party through written notice to the other party at least 30 days prior to the date of termination.

M. Saving Clause

1. Should any provision of this contract be deemed invalid by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the written approval of ECICOG and the concurrence of the IDOT.

2. No part of the transit services described in this contract may be subcontracted by LIFTS without the written approval of ECICOG and the IDOT.

3. Not withstanding the provisions in 'N.2.' above, it is hereby agreed that LIFTS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by LIFTS to avoid a service interruption. ECICOG shall be notified, in advance if possible, each time this provision is invoked.

O. Adoption

1. This contract agreement is adopted by both parties as signed and dated below, subject to the concurrence of the IDOT.

For LIFTS:

_____ Date: _____

For ECICOG:

_____ Date: _____

APPENDIX A

REQUEST FOR ADDITIONAL CONTRACTED SERVICES

For office use only

Staff Review	□ Favorable Review □ Unfavorable Review	□ No Comments □ Comments Attached
TOG Review	□ Favorable Review □ Unfavorable Review	□ No Comments □ Comments Attached
Board Review	□ Favorable Review □ Unfavorable Review	□ No Comments □ Comments Attached

DATE: _____ PROVIDER NAME: _____

Non-Incidental Service: Í Incidental Service: Í

1. Description of proposed service:
   A: Description of service:

   B: Estimated number of people using the service:

   C: Estimated number of trips service provides:

2. Description of funding sources and operating budget for proposed service:

Revenues:
- Local Govt. (indicate sources): _____
- ECICOG asst.:_____
- Pass. Rev.:_____
- Other/contract rev.:_____
- Private Cont./donations:_____

Totals:_____

Expenses:
- Maint. Cost:_____
- Fuel Cost:_____
- Labor:_____
- Cap. Replac.:_____
- Admin:_____
- Other (source):_____

Totals:_____

3. Timeline for implementation and delivery of service:

4. Description of public input opportunities:

5. Discussion of how basic services will be impacted:

_____ _____

(Authorized signatory for provider) (Date)

APPENDIX B

ECICOG - Linn County Transportation
Transit Equipment Use Agreement

This appendix is a supplement to ECICOG and LIFTS's FY 2024 Transit Purchase of Service Contract and is contingent upon the approval of said Purchase of Service contract.

A. Equipment Leased
ECICOG hereby allows LIFTS use of the equipment with all accessories incorporated therein or affixed thereto as listed in Appendix B of this agreement (all hereinafter referred to as equipment). This listing will be updated annually.

B. Rent
ECICOG will not charge a rental fee for this user agreement. When a vehicle is eligible for replacement with federal or state funding, LIFTS shall cover the non-federal/state portion of the vehicle cost and will receive the same percentage of funds contributed upon vehicle disposal; the same method will apply for expansion vehicles utilizing federal or state funds.

C. Title
LIFTS acknowledges that this is an agreement for use only. LIFTS does not in any way own title to the equipment.

D. Warranties and Waiver
LIFTS acknowledges that ECICOG has not made and does not provide any warranty with respect to the condition, quality, or durability of the equipment. LIFTS agrees that ECICOG and the IDOT shall not be held liable to LIFTS for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the equipment.

E. Use and Operation
LIFTS acknowledges receipt of equipment, and that the equipment is in condition satisfactory to LIFTS and is suitable for LIFTS purposes. The equipment shall not be altered, marked, or additional equipment installed without the prior consent of ECICOG, in which case LIFTS will bear the expense thereof as well as the restoration expenses. LIFTS shall keep equipment free of all taxes, liens, and encumbrances. LIFTS shall not use or permit the use of equipment in violation of any federal, state, regional, county, or city laws, ordinances, rules, or regulations, or contrary to the provisions of the insurance policy coverage. LIFTS shall use the equipment only for mass transit or mass transit-related services which fully conform with the rules and regulations promulgated by the IDOT.
Additional subcontracting of capital is not allowed under the Purchase of Service Contract.

F. Maintenance and Repairs

LIFTS shall pay for and furnish all maintenance and repairs to keep the equipment in good working condition. At the expiration or termination of this Lease, the equipment will be returned to ECICOG in good condition, with reasonable wear and tear expected. LIFTS shall permit ECICOG and its designees to inspect equipment at reasonable times, places, and intervals.

G. Expenses

LIFTS shall pay all expenses incurred in the use and operation of the equipment, including, but not limited to licenses, registration and title fees, gasoline, lubricants, antifreeze, repairs, maintenance, alterations, tires, storage, fines, inspections, assessments, sales or use taxes, and all other taxes as may be imposed by law from time to time arising from LIFTS use and operation of the equipment.

When possible, ECICOG will register and license said equipment through the Iowa Department of Transportation's system for official transit registrations and licenses.

H. Insurance

LIFTS agrees that it will at all times and at its own expense procure and maintain casualty, liability, and workmen's comprehensive insurance on the equipment which provides sufficient coverage to meet all local and state standards for injury, death, and property damage, and uninsured and underinsured motorist coverage, protecting ECICOG against such losses, damages, injuries, claims, demands and expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happenings by or with equipment during the term of this Lease. Certificates or copies of said policy or policies shall be provided to ECICOG.

LIFTS shall at all times and at its own expense keep equipment insured against all loss, damage, or destruction, theft, and physical damage, with LIFTS assuming all deductible amounts for collision and for comprehensive coverage. LIFTS shall provide to ECICOG certificates or copies of said policy or policies.

LIFTS shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, LIFTS use of the equipment.

In the event equipment is involved in an accident, damaged, stolen, or destroyed, LIFTS shall promptly notify ECICOG and will also comply with all terms and conditions entered in the insurance policies. LIFTS agrees to cooperate with ECICOG and the insurance companies in defending against any claims or actions resulting from LIFTS operation or use of equipment.

Equipment shall not be used by any person or entity, in any manner or for any purpose, that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

If any insurance herein is canceled or suspended, or if LIFTS fails to maintain such insurance, ECICOG, at its option, may terminate this Lease and take possession of equipment.

APPENDIX C

FY 2024 Listing of Leased Equipment
ECICOG-LIFTS

Vehicles

Identification Number	Make/Model	Plate Number	VIN Number
258	2008 Chevy Supreme-MDB	128170	1GBG5V1967F424322
259	2008 Chevy Supreme-MDB	126 176	1GBG5V1957F424215
260	2009 Chevy Supreme-MDB	131 486	1GBG5V1949F402113
263	2012 Chevy Glaval	120 060	1GB6G5BL8C1159944
264	2017 Glaval Legacy	128 760	4UZADRDT7HCJH9639
265	2017 Glaval Legacy	128 761	4UZADRDT5HCJH9638
266	2017 Glaval Legacy	129 319	4UZADRFC6JCJV6280
267	2017 Glaval Legacy	129 301	4UZADRFC8JCJV6281
268	2019 Ford Glaval	132 917	1FDFE4FSXKDC56228
269	2019 Ford Glaval	132 916	1FDFE4FS4KDC56239
350	2020 Freightliner Glaval	134 184	4UZADRFC6LCMD2259
351	2020 Freightliner Glaval	134 185	4UZADRFC2LCMD2260
352	2021 Ford Glaval Legacy		1FDFE4FN4MDC20693
353	2022 Freightliner Glaval		4UZADRFC5NCNN5154
354	2022 Freightliner Glaval		4UZADRFC3NCNN5153
46L	2002 Bluebird	110 046	1BAAKCPA12F203715
47L	2001 Ford E450		1FDXE45S71HB16330

Miscellaneous:

APPENDIX D

REGION 10 OPERATING ASSISTANCE FORMULA FOR DETERMINATION OF ELIGIBILITY

PROVIDER'S % **=**

$$\frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times .50$$

+

$$\frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times .25$$

+

$$\frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times .25$$

KEY:
RevMi--Revenue miles – Revenue Miles are miles driven while providing service to clients or en route between clients.
LDI--Locally Determined Income – All transit system revenue dedicated for operations expense during a fiscal year, minus federal operating assistance from the U.S. Department of Transportation and minus all special project operating support and programmed eligibility funds received from the Iowa Department of Transportation operations assistance.
Pass--Passenger – Each time a person boards and is transported that person should be counted as a ride. Passengers and riders are synonymous for this formula.
OpExp--Operating Expenses – Operating expenses are only those costs involved in the actual operation and administration of the system on an ongoing basis.

Note: Payment of federal and state operating assistance is subject to proof of a net operating deficit as demonstrated by quarterly reports provided by LIFT. Details of this *ECI Transit Policy for Distribution of State and Federal Operating Assistance* (Enacted in 2012) can be obtained from ECICOG.

Contract for Transportation Services

Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha, and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
   1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
   2. The contract period shall begin on July 1, 2023 and continue through June 30, 2024. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service
   1. All transit services will be provided in vehicles open to the public without discrimination.
   2. Service shall be provided Monday through Saturday, except on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
   3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:30 a.m. to 8:00 p.m. and Saturday 9:15 a.m. to 5:00 p.m.
   4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
   5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
   6. Fares for these services shall be twice the adult full fare charged on Cedar Rapids Transit's fixed-route bus service.

C. Insurance Requirements:

   Linn County LIFTS, at its own expense, shall procure insurance or self-fund for losses during the entire term of this Agreement and any extensions thereof in an amount sufficient to provide vehicle property damage coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract and liability coverage to third-parties.

   Additional insured: The City of Cedar Rapids, its officers and employees, shall be an additional insured on procured insurance and recognized as an additional insured for any self-funded loss.

D. Vehicle Responsibilities
   1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.

2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit's fleet in order to maintain a minimum annual usage for each vehicle in the fleet.
3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit's approval.
4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.
5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.
6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer's minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.
7. Both parties shall equally split the cost of major component repairs that exceed $1000 in cost.

E. Operations Responsibilities
1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver's license or chauffeur's license, as appropriate for the vehicle driven.
2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

F. Other Linn County LIFTS Responsibilities
1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.

7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

G. Other Cedar Rapids Transit Responsibilities

1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

H. Compensation

1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.
2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. The passenger fare shall be $2.00/ride which is twice the full fare on the fixed-route bus service as allowed by the ADA. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
3. Cedar Rapids Transit will provide an annual operating subsidy of $935,616 to be used for operating and maintenance costs associated with this contract.
4. Payments of the operating subsidy will be made in equal amounts of $77,968 per month.

I. Quarterly Reporting

Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:
   - Total number of rides provided
   - Total number of Saturday rides
   - Total number of elderly rides
   - Total number of disabled rides
   - Total vehicle miles and hours
   - Total revenue miles and hours
   - Total deadhead miles and hours
   - Total passenger revenues collected
   - Actual fully allocated costs of services

J. Entire Agreement

1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

L. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

M. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.
3. Not withstanding the provisions in M.1 above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County	For City of Cedar Rapids
_____	_____
Louis J. Zumbach, Chair Linn County Board of Supervisors	Jeff Pomeranz, City Manager City of Cedar Rapids
Date: _____	Date: _____

AGREEMENT BETWEEN
LINN COUNTY BOARD OF HEALTH / PUBLIC HEALTH
AND LINN COUNTY COMMUNITY SERVICES / HOME HEALTH
FOR FY24 LOCAL PUBLIC HEALTH
SERVICES STATE APPROPRIATION FUNDS
AGREEMENT NUMBER: LPHS_LCCS_2024

This Agreement is entered into this _____ day of _____ 2023, between the Linn County Board of Health / Public Health, hereinafter referred to as "LCPH", and Linn County Community Services/Linn County Home Health, hereinafter referred to as "Agency."

WHEREAS, Linn County Board of Health is authorized pursuant to § 137.103, 137.104, 2010 Code of Iowa to have jurisdiction over public health matters within the county and to provide personal health services as may be deemed necessary for the protection and improvement of the public health, and;

WHEREAS, in furtherance of the above stated goals LCPH has obtained funding from the Division of Public Health at the Iowa Department of Health and Human Services (hereinafter referred to as IHHS) to provide Home Health services, as defined in Title 641 of the Iowa Administrative Code, Chapter 80, to Linn County residents in need, and

WHEREAS, IDPH has authorized LCPH to contract with an agency to provide said Home Health services, and

WHEREAS, Linn County Home Health is an appropriate agency that has agreed to provide said Home Health services to Linn County residents in need.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, LCPH and Agency agree as follows:

I. AGENCY DUTIES

A. Service responsibilities:

1. Agency shall provide Home Health services (see “Approved Activity” chart below) that meet the standards outlined in IAC 641-80 to urban and

rural Linn County residents who meet the service priorities.

B. Program administration:

1. Agency shall administer the Home Health services program by providing homemaker services to consumers who, due to the absence, incapacity or limitations of the usual homemaker or caregiver need assistance to remain in their home.

2. Agency agrees to adhere to all applicable conditions detailed in the FY24 Local Public Health Services Contract Special Conditions between LCPH and IDPH, a copy of which is attached hereto as Exhibit I and incorporated herein by this reference.

3. Agency agrees to adhere to all applicable conditions detailed in the Iowa Department of Public Health Contract General Conditions (07-01-2019), a copy of which is attached hereto as Exhibit II and incorporated herein by this reference.

4. Agency shall cooperate with LCPH in providing information necessary to ensure compliance with this agreement, to evaluate performance of Agency in the provision of services, and to evaluate progress of Agency towards outcomes as identified below, or any additional outcome measures identified by IHHS.

5. The Agency agrees that it will not allow smoking or tobacco use within any portion of any indoor facility it leases, rents, or owns, and over which it has the authority to establish policy. The Agency agrees that it shall comply with Iowa's Smokefree Air Act, contained at Iowa Code chapter 142D.

6. Agency agrees to notify LCPH in writing within ten (10) working days of any changes in key personal. The written notification shall include the name and title of the successor.

APPROVED ACTIVITY	BILLING UNIT	OUTCOME MEASURE
Home Care Aide (Homemaker) – Provide homemaker services to consumers who, due to the absence, incapacity or limitations of the usual homemaker or caregiver need assistance to remain in their home.	$216,701.00	Submit quarterly reports to LCPH detailing what services were provided to how many Linn County Residents. Reports will be submitted to LCPH by: October 9, 2023 January 8, 2024 April 9, 2024 July 9, 2024

7. Agency shall provide LCPH, IHHS, and any of their duly authorized representatives with access to any documents, papers, and records of the Agency, which are pertinent to this Agreement for the purpose of audit and examination.

8. Agency shall complete quarterly reports to LCPH detailing what services were provided to how many Linn County Residents. Reports will be submitted to LCPH by: October 9, 2023, January 8, 2024; April 9, 2024; July 09, 2024.

9. Agency shall submit monthly reimbursement claims for Home Health services provided up to a maximum allocation of **Two Hundred Sixteen Thousand, Seven Hundred and One Dollars ($216,701)**. Reimbursement claims shall be received by LCPH on or before the 10th day of the month following the month of service.

II. LCPH DUTIES:

A. LCPH shall make available to Agency a maximum of Two Hundred Sixteen Thousand, Seven Hundred and One Dollars ($216,701)**Two Hundred Sixteen Thousand, Seven Hundred and One Dollars ($216,701)** for Home Health services on the condition that said funds are made available to LCPH by the Iowa Department of Health and Human Services.

B. LCPH shall be responsible for submitting billings for reimbursement to the Iowa

Department of Health and Human Services.

C. LCPH shall monitor the Home Health services programs to ensure compliance with this agreement.

D. LCPH shall work cooperatively with Agency to assure eligibility criteria are meeting the identified needs of County residents and are within funding allocations.

E. LCPH shall assist Agency in establishing priority criteria and alternative service delivery options in the event of drastic funding reductions or increased service requests.

III. BUDGET

DIRECT COST CATEGORY	NON-POPULATION HEALTH
Salaries/Fringe	$216,701
Other	$0
Indirect/Admin Costs	$0
Total	$216,701

IV. AGREEMENT ADMINISTRATION:

A. During the Agreement term, the Director of LCPH shall be the agreement liaison for LCPH. The Executive Director of Linn County Community Services shall be the agreement liaison for Agency.

B. The Agreement shall be amended only upon a written agreement executed by both parties, except upon a reduction in the amount of grant funds budgeted by the Iowa Department of Public Health. **UPON NOTICE OF A REDUCTION OF GRANT AMOUNTS RECEIVED BY LCPH FROM THE STATE, THIS AGREEMENT SHALL BE CONSIDERED AMENDED TO INCLUDE THE REDUCED GRANT AWARD.**

C. The agreement may be terminated for cause upon the provision of sixty (60) days

written notice. Causes for termination are:

1. Mutual agreement of the parties.
2. Determination by LCPH that insufficient funds are available to continue the services involved.
3. Failure of either party to abide by the provisions of this Agreement.
4. Reasonable cause to believe that there has been abuse or maltreatment of any persons receiving services by the employees or agents of Agency.

D. All notices provided to be given hereunder shall be addressed to the Director of LCPH, 1020 6th St SE, Cedar Rapids, Iowa 52401 and to the Linn County Board of Health, or to such other places as LCPH or Agency shall designate by appropriate notice in writing and shall be sent by United States registered mail, postage prepaid.

E. Agency entered into this Agreement pursuant to and by authority of its Board of Directors at its meeting of _____, 2023.

F. This Agreement shall be effective **July 1, 2023 and terminate June 30, 2024.**

Chairperson, Linn County Board of Health	Chair Person, Linn County Board of Supervisors
Address	Address
Date	Date

BOH-LCHH LPHS Contract FY24.docx
REV. 6/23

Mental Health Access Center Provider Agreement

This agreement is made and entered into July 1st, 2023 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Area Ambulance Service ("Provider"), with an office located at (address) 2730 12th St. SW, Cedar Rapids, Iowa 52404.

In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with Provider. Provider will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the "Services") described in the statement of work (the "Statement of Work") attached hereto as Appendix A.

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SECTION 2

Definitions

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

Client: A person who receives services through the Mental Health Access Center.

Services: Behavioral health services (mental health, substance abuse or crisis services) to include those listed in Appendix A

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.

Client Authorization: A Client authorization is the standard form, signed by an individual or the guardian of the individual, to allow disclosure of the Client's personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The Client may revoke the authorization at any time.

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 3

Duties of Provider

Section 3.1 Provision of Services. Provider shall provide Services to Clients to the extent designated in Appendix A - Statement of Work. Such Services shall be rendered in compliance with applicable laws and regulations and industry best practices. Provider shall also provide Services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Client's protected health information.

Section 3.2 Best Practice Services. Provider shall perform the Services in a timely and industry best practice manner in accordance with Appendix A - Statement of Work and the prevailing reasonable behavioral health standards applicable thereto.

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results and will provide the County with verification of their process upon request.

Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, 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 for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon operational data to the Access Center's Director through the shared Electronic Health Record program monthly. Data needs to be entered by the 5th of the following month.

Section 3.6 Use of County Facilities. Initial equipment and operational supplies will be paid for using fund balance dollars to the extent that the fund balance allows. Provider will be responsible for ongoing operational supplies and all tools it requires to accomplish the Services. County shall make a facility reasonably available to Provider for its use, only in connection with the provision of Services. Provider's use of County facilities is conditioned on participation in this Agreement. County facilities and equipment will only be used in conjunction with Access Center Clients and not with any patients or clients they serve outside the purview of the Access Center. In the event that the relationship is terminated under any of the conditions, Provider will vacate the County facilities without delay on an agreed upon timeline. Provider will leave the facilities in the same condition as they found them in except for general wear and tear. Provider will not make any material changes to facilities without prior authorization.

In the event Provider has access to County's information or telephone systems in performing the Services, Provider will comply with County's Information Security Standards for Providers and any other conditions for use set by the County.

Section 3.7 Provider Expenses. Provider agrees to be responsible for all expenses Provider incurs in connection with this Agreement. Such expenses include, but are not limited to, salaries, benefits, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other expenses of Provider in the performance of this Agreement.

Section 3.8 Policies and Procedures. Provider agrees that all policies and procedures developed specifically for the Access Center shall remain available for Access Center use subsequent to the termination of this agreement.

Section 3.9 Non-competition During the term of this Agreement and for a period of two (2) years after the termination for any reason of Provider's relationship with County, Provider hereby agrees, to the extent allowable by law, not to attempt to reduce the effectiveness of any replacement provider or contact any Access Center Client referral sources (i.e. hospitals, law enforcement, ambulatory, etc.) to redirect Clients in need of Access Center provided services to the Provider under this agreement. The Provider under this agreement will be able to provide care as in Appendix A without limitation.

County and Provider agree that the above restrictions will not prevent Provider from working and plying its trade in its industry. Both County and Provider agree that these restrictions are fair and reasonable.

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.

SECTION 4

Duties of County

Section 4.1 Non-exclusivity. County and Provider acknowledge and agree that Provider is in business for itself and shall be free to perform work for individuals other than those seen through County during the term of this Agreement. Provider is also able to refer the Clients seen through the County to Others in the Provider for services not done for the County.

Section 4.2 Facility. County shall provide a facility suitable and in reasonable upkeep for the Provider to provide the Services as covered by this Agreement. County may provide utilities, internet and telephone services. The provision of these services may be renegotiated as needed.

Section 4.3 Operations. County will hire and supervise an Access Center Director. County will not be responsible for the direct provision of Services. County will be responsible for overseeing operations, coordination and optimal renewal/replacement of Providers and reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis. County will coordinate with the Providers minimizing expenses to the best extent possible so that Region support is appropriately utilized.

Section 4.4 Confidentiality. County will maintain the agreements outlined in the attached Providers agreement for maintenance of confidentiality of client records in accordance with all local, state and Federal laws including HIPAA and 42 CFR Part 2.

SECTION 5

Claims Submission and Payment

Section 5.1 Claims Submission. Provider agrees to submit and has the right to submit all claims for reimbursement and in accordance with the requirements of Medicaid, Medicare and private insurance of the Client.

Section 5.2 Claims Payments. The Provider will receive directly and have the right to keep all payments received on claims as outlined immediately above.

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.

SECTION 6

Relationship Between the Parties

Section 6.1 Relationship between County and Provider. The parties intend Provider to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture of County. No other relationship is intended to be created between the parties. Provider will have no power or authority to bind County or assume or create any obligation or responsibility on County's part or in County's name and will not represent to any third party that Provider has such power or authority. Provider maintains the right to accept or reject Clients. Provider's Services will be performed with no supervision from County and, while the desired results of Provider's Services will be mutually agreed upon, County will exercise no control or direction as to the means for accomplishing this result. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 7

Hold Harmless and Indemnification

Section 7.1 Provider Hold Harmless and Indemnification. Provider hereby agrees to indemnify, defend, and hold harmless County, its affiliates, and their respective supervisors, directors, employees, advisors, and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes, or damages arising from services or actions of Provider. County shall promptly notify Provider of any third-party claim subject to indemnification hereunder and Provider shall, at County's option, conduct the defense or settlement of any such third-party claim at Provider's sole expense and County shall reasonably cooperate with Provider in connection therewith pursuant to this agreement.

Section 7.2 County Hold Harmless and Indemnification. County will, only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Provider, its affiliates, and their respective officers, directors, employees, advisors and agents from any and all claims which arise out of or are in any way direct results of the County's negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from Provider's negligence in performing its duties and obligations pursuant to this Agreement. Provider shall promptly notify County of any third-party claim subject to indemnification hereunder and Provider shall reasonably cooperate with County in connection therewith pursuant to this agreement.

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.

SECTIONS 8

Liability Insurance

Section 8.1 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, all necessary insurance coverage for the performance of its Services under this Agreement, including professional liability insurance, general liability insurance, comprehensive general and/or umbrella liability insurance, workers' compensation, all other statutorily required insurances and business auto liability insurance (if applicable). Evidence of insurance shall be provided at the time of execution of this Agreement and annually thereafter. The evidence of insurance may be provided in the form of a certificate of insurance addressed to the County. Provider will provide County with prompt written notice of any material change in any insurance coverage required to be carried by Provider under this section.

Section 8.2 Provider Insurance Minimums. Provider agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this agreement, insurance per the above coverage requirements. Provider shall maintain general liability insurance, naming the County as an additional insured, in an amount not less than three (3) million dollars in aggregate/one (1) million dollars per occurrence. The naming of the County as an additional insured shall not constitute a waiver of the defenses available to the County under Section 670.4 of the Code of Iowa.

Section 8.3 County Insurance. County is self-insured and will provide proof of coverage if requested.

SECTION 9

Laws and Regulations

Section 9.1 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. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 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, substance abuse and crisis services are rendered to 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 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. 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 the County's Equal Employment Policy.

Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

Provider will be allowed to share confidential Client data with other service providers of the County that are working in the Access Center only if the Client consents in writing. This will be done as appropriate to maximize the provider coordination and effectiveness of treatment to each Client. Provider will be allowed, with the Client's written approval, to share confidential Client data with other service providers that a client is referred to outside of the Access Center.

During and after Provider's independent Provider relationship with County, Provider agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Provider in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Provider's duties under this Agreement.

Provider shall take all reasonable precautions to prevent disclosure of Confidential Information to unauthorized persons or entities. Provider agrees to notify County promptly and in writing of any circumstances of which Provider has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

Notwithstanding anything in this section to the contrary, Provider may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body.

Section 9.5 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 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. Provider shall limit access to the County's facility to only those that need to be there for the operation of the Access Center.

Section 9.6 Complete Agreement. This Agreement is the parties' entire understanding on its subject matter and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of County, its permitted successors, or assigns.

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.

Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

Section 9.9 Waiver or Breach. No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

Section 9.10 Survival After Termination. The parties' obligations under sections 3.4, 3.9, 7.1, 7.2, 7.3, 9.4, 9.5, 10.7, 10.8, 10.9, and 12.7 will survive the termination of this agreement.

SECTION 10

Term and Termination

Section 10.1 Term Intent. The County's intent of this agreement is to enter into a long-term mutually beneficial relationship with Provider to serve the needs of Clients of the Access Center. This intent may be influenced by external factors, but this is the initial intent as of the date of its signing.

Section 10.2 Term. The term of this Agreement shall start as of the date it is signed and continue to June 30, 2024. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

Section 10.3 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon a sixty (60) day written notice to the other party prior to the expiration of the contract.

Section 10.4 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon a sixty (60) day prior written notice of termination to the other party.

Section 10.5 Termination with Cause by County. 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; (d) County's determination of inadequate funding; or (e) 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, 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 the 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 10.6 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County 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 the Provider. In the event that the County 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 Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.7 Information to Clients. Provider acknowledges the right of the County to inform County Clients of Provider's termination and agrees to cooperate with County in deciding on the form of such notification. Provider agrees to assist the transition of Clients to an alternate Provider if advantageous to County.

Section 10.8 Continuation of Services After Termination. Upon request by County, Provider shall continue to render Services in accordance with this Agreement until County has transferred County Clients to another provider, until such County Client is discharged or until an identified transition plan is in place.

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to 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: Executive Director
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404

Section 10.10 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:

Organization: Area Ambulance Service
Attention: Jennifer Peden
Address: 2730 12th St SW, Cedar Rapids, Iowa 52404

SECTION 11

Amendments

Section 11.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 11.2 Regulatory Amendment. 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 an amendment will not require sixty (60) days advance written notice.

SECTION 12

Other Terms and Conditions

Section 12.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide Services to Clients. County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 12.2 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 County.

Section 12.3 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 County. This section is not intended to prohibit providers from using independent contractors.

Section 12.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between County and Provider and supersede or replace any prior agreements between County and Provider relating to its subject matter.

Section 12.5 Rights of Provider and County. Provider agrees that County may use the Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, the Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.

Section 12.6 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.

APPENDIX A

Statement of Work

Mental Health Access Center – Provider service offering summary (subject to change at any time as verbally agreed to by the parties of this agreement):

Abbe Mental Health Access Center:

- Crisis psychiatric evaluations
- Crisis medication management
- Peer support services
- Mental health assessment and recommendations
- Care collaboration through integrated health home
- Warm line
- Substance Use evaluations
- Crisis stabilization
- Crisis observation
- Subacute services
- Care coordination and referrals

Unity Point Chemical Dependency:

- Substance Use Evaluations
- CADC Consultation

Foundation 2:

- Immediate triage of clients
- Intake and brief screening
- Suicide assessment and safety planning
- Crisis observation support
- Mobile crisis support with transportation
- Follow-up services – 24-hour, 7 days, and 30 days
- Care coordination and referrals

Area Ambulance:

- Sobering Unit

APPENDIX B

Service Provider's Responsibilities

Service Provider will be responsible for the following:

- Direct care of the individuals served
- Maintaining quality of the services provided
- Provides an environment that is best practice focused, collaborative, includes holistic assessments and recovery orientated
- Serve all individuals that can be best served by the Mental Health Access Center that are not in need of immediate medical care or violent at or immediately prior to arrival
- Collaborating to the maximum extent possible with all other service providers and Linn County to the benefit of the individuals served
- Protecting individual's information according to HIPPA standards and requirements
- Referring individuals served to an appropriate next service provider
- Respond to improvement input from both individuals served and referral services when possible
- Help educate the referral sources on the individuals that may best be served by the Access Center
- Maintaining appropriate accreditations and licenses for your organization's industry
- Hiring, supervising and staffing of their positions
- Training their employees and cross-training others
- Bill for services monthly by the 10th of the following month. Communicate with Access Center if billing will be received after the 10th.
- Establishing contracts with commercial insurance providers as applicable
- Maximizing service revenue and minimizing expenses to the best extent possible so that Region support is minimized
- Reporting key performance information so it can be consolidated for the full Mental Health Access Center
- Reporting items of actual or potential concern to the Access Center Director timely
- Securing access to the buildings
- Obtaining insurance coverage as required by this agreement
- Taking good care of the County's facilities and fixed assets – reasonable wear and tear is expected.
- Providing the maximum notice possible of any plans to discontinue the relationship with the Mental Health Access Center
- Hiring and supervising a food service function (ASAC)

APPENDIX C

Linn County's Responsibilities

(Subject to change during Access Center operation)

Linn County will be responsible for the following:

- Providing a facility in good working condition and complying to applicable codes and regulations
- Hiring and supervising an Access Center Director
- Managing all facility maintenance, grounds keeping and snow/ice removal
- Evaluating the coordination between and optimal renewal/replacement of service providers
- Reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis
- Minimizing expenses to the best extent possible so that Region support is minimized
- Protect individual's information according to HIPPA standards and requirements
- Respond to improvement input from both individuals served and referral sources when possible
- Lead the education and marketing to the referral sources on the individuals that may best be served by the Access Center
- Form and maintain, if considered advantageous by the County, an Advisory Committee
- Provide utility, telephone and internet services
- Hiring and supervising a custodial function

APPENDIX D

Privacy Requirement

This Privacy Appendix is entered into by and between Linn County and Service Provider Center for Community Mental Health ("Provider") due to the requirements for privacy and security related to records and 42 CFR Part 2.

Provider agrees to comply with the requirements of Federal and state law regarding any personally identifiable client information or records Provider comes into contact with during the course of providing services under this Agreement. Provider agrees that in the event it uses, creates, receives or accesses personally identifiable information or records, the use, creation, receipt or access of that information or records will be only for purposes of providing services under this Agreement and not for any other non-Access Center related purposes.

WHEREAS, Provider may be the operator of a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Client Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”);

WHEREAS, Provider may be a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Qualified Service Organization Agreement Responsibilities:

(a) To the extent that in performing its services for or on behalf of County, Provider uses, discloses, maintains, or transmits protected information that is protected by Part 2, Provider acknowledges and agrees that it is a QSO for the purpose of such Federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such client records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to client records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Provider acknowledges and agrees that any client information it receives from any County that is protected by Part 2 is subject to protections that prohibit Provider from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

Section 12.7 Reporting Requirements. Provider agrees to complete all requested operational and financial reporting requirements.

Section 12.8 No Third-Party Beneficiary Rights. The parties do not intend to confer, and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.9 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.10 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

County: **Linn County**	Provider:
By: _____	By: Jennifer Peden
Name: _____	Name: Jennifer Peden
Title: _____	Title: VP and COO
Date: _____	Date: 22 June 2023

Mental Health Access Center Provider Agreement

This agreement is made and entered into July 1st, 2023 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Foundation 2 Crisis Services ("Provider"), with an office located at (address) 1714 Johnson Ave NW, Cedar Rapids, Iowa 52405.

In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with Provider. Provider will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the "Services") described in the statement of work (the "Statement of Work") attached hereto as Appendix A.

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SECTION 2

Definitions

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

Client: A person who receives services through the Mental Health Access Center.

Services: Behavioral health services (mental health, substance abuse or crisis services) to include those listed in Appendix A

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.

Client Authorization: A Client authorization is the standard form, signed by an individual or the guardian of the individual, to allow disclosure of the Client's personal health information. The form must include the specific personal health information to be disclosed, who is to receive the information, and when the authorization expires. The Client may revoke the authorization at any time.

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 3

Duties of Provider

Section 3.1 Provision of Services. Provider shall provide Services to Clients to the extent designated in Appendix A - Statement of Work. Such Services shall be rendered in compliance with applicable laws and regulations and industry best practices. Provider shall also provide Services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Client's protected health information.

Section 3.2 Best Practice Services. Provider shall perform the Services in a timely and industry best practice manner in accordance with Appendix A - Statement of Work and the prevailing reasonable behavioral health standards applicable thereto.

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results and will provide the County with verification of their process upon request.

Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, 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 for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon operational data to the Access Center's Director through the shared Electronic Health Record program monthly. Data needs to be entered by the 5th of the following month.

Section 3.6 Use of County Facilities. Initial equipment and operational supplies will be paid for using fund balance dollars to the extent that the fund balance allows. Provider will be responsible for ongoing operational supplies and all tools it requires to accomplish the Services. County shall make a facility reasonably available to Provider for its use, only in connection with the provision of Services. Provider's use of County facilities is conditioned on participation in this Agreement. County facilities and equipment will only be used in conjunction with Access Center Clients and not with any patients or clients they serve outside the purview of the Access Center. In the event that the relationship is terminated under any of the conditions, Provider will vacate the County facilities without delay on an agreed upon timeline. Provider will leave the facilities in the same condition as they found them in except for general wear and tear. Provider will not make any material changes to facilities without prior authorization.

In the event Provider has access to County's information or telephone systems in performing the Services, Provider will comply with County's Information Security Standards for Providers and any other conditions for use set by the County.

Section 3.7 Provider Expenses. Provider agrees to be responsible for all expenses Provider incurs in connection with this Agreement. Such expenses include, but are not limited to, salaries, benefits, accounting fees, legal fees, advertising, office expenses, telephone, vehicles, mileage, travel, entertainment, and any other expenses of Provider in the performance of this Agreement.

Section 3.8 Policies and Procedures. Provider agrees that all policies and procedures developed specifically for the Access Center shall remain available for Access Center use subsequent to the termination of this agreement.

Section 3.9 Non-competition During the term of this Agreement and for a period of two (2) years after the termination for any reason of Provider's relationship with County, Provider hereby agrees, to the extent allowable by law, not to attempt to reduce the effectiveness of any replacement provider or contact any Access Center Client referral sources (i.e. hospitals, law enforcement, ambulatory, etc.) to redirect Clients in need of Access Center provided services to the Provider under this agreement. The Provider under this agreement will be able to provide care as in Appendix A without limitation.

County and Provider agree that the above restrictions will not prevent Provider from working and plying its trade in its industry. Both County and Provider agree that these restrictions are fair and reasonable.

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.

SECTION 4

Duties of County

Section 4.1 Non-exclusivity. County and Provider acknowledge and agree that Provider is in business for itself and shall be free to perform work for individuals other than those seen through County during the term of this Agreement. Provider is also able to refer the Clients seen through the County to Others in the Provider for services not done for the County.

Section 4.2 Facility. County shall provide a facility suitable and in reasonable upkeep for the Provider to provide the Services as covered by this Agreement. County may provide utilities, internet and telephone services. The provision of these services may be renegotiated as needed.

Section 4.3 Operations. County will hire and supervise an Access Center Director. County will not be responsible for the direct provision of Services. County will be responsible for overseeing operations, coordination and optimal renewal/replacement of Providers and reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis. County will coordinate with the Providers minimizing expenses to the best extent possible so that Region support is appropriately utilized.

Section 4.4 Confidentiality. County will maintain the agreements outlined in the attached Providers agreement for maintenance of confidentiality of client records in accordance with all local, state and Federal laws including HIPAA and 42 CFR Part 2.

SECTION 5

Claims Submission and Payment

Section 5.1 Claims Submission. Provider agrees to submit and has the right to submit all claims for reimbursement and in accordance with the requirements of Medicaid, Medicare and private insurance of the Client.

Section 5.2 Claims Payments. The Provider will receive directly and have the right to keep all payments received on claims as outlined immediately above.

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.

SECTION 6

Relationship Between the Parties

Section 6.1 Relationship between County and Provider. The parties intend Provider to serve solely under this Agreement as an independent contractor and not as an employee, agent, partner, or joint venture of County. No other relationship is intended to be created between the parties. Provider will have no power or authority to bind County or assume or create any obligation or responsibility on County's part or in County's name and will not represent to any third party that Provider has such power or authority. Provider maintains the right to accept or reject Clients. Provider's Services will be performed with no supervision from County and, while the desired results of Provider's Services will be mutually agreed upon, County will exercise no control or direction as to the means for accomplishing this result. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 7

Hold Harmless and Indemnification

Section 7.1 Provider Hold Harmless and Indemnification. Provider hereby agrees to indemnify, defend, and hold harmless County, its affiliates, and their respective supervisors, directors, employees, advisors, and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") from and against any and all liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes, or damages arising from services or actions of Provider. County shall promptly notify Provider of any third-party claim subject to indemnification hereunder and Provider shall, at County's option, conduct the defense or settlement of any such third-party claim at Provider's sole expense and County shall reasonably cooperate with Provider in connection therewith pursuant to this agreement.

Section 7.2 County Hold Harmless and Indemnification. County will, only to extent permitted by the Iowa Constitution and laws of the State of Iowa, indemnify, defend, and hold harmless Provider, its affiliates, and their respective officers, directors, employees, advisors and agents from any and all claims which arise out of or are in any way direct results of the County's negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from Provider's negligence in performing its duties and obligations pursuant to this Agreement. Provider shall promptly notify County of any third-party claim subject to indemnification hereunder and Provider shall reasonably cooperate with County in connection therewith pursuant to this agreement.

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.

SECTIONS 8

Liability Insurance

Section 8.1 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, all necessary insurance coverage for the performance of its Services under this Agreement, including professional liability insurance, general liability insurance, comprehensive general and/or umbrella liability insurance, workers' compensation, all other statutorily required insurances and business auto liability insurance (if applicable). Evidence of insurance shall be provided at the time of execution of this Agreement and annually thereafter. The evidence of insurance may be provided in the form of a certificate of insurance addressed to the County. Provider will provide County with prompt written notice of any material change in any insurance coverage required to be carried by Provider under this section.

Section 8.2 Provider Insurance Minimums. Provider agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this agreement, insurance per the above coverage requirements. Provider shall maintain general liability insurance, naming the County as an additional insured, in an amount not less than three (3) million dollars in aggregate/one (1) million dollars per occurrence. The naming of the County as an additional insured shall not constitute a waiver of the defenses available to the County under Section 670.4 of the Code of Iowa.

Section 8.3 County Insurance. County is self-insured and will provide proof of coverage if requested.

SECTION 9

Laws and Regulations

Section 9.1 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. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 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, substance abuse and crisis services are rendered to 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 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. 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 the County's Equal Employment Policy.

Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

Provider will be allowed to share confidential Client data with other service providers of the County that are working in the Access Center only if the Client consents in writing. This will be done as appropriate to maximize the provider coordination and effectiveness of treatment to each Client. Provider will be allowed, with the Client's written approval, to share confidential Client data with other service providers that a client is referred to outside of the Access Center.

During and after Provider's independent Provider relationship with County, Provider agrees to hold all Confidential Information (as hereinafter defined) disclosed to or otherwise obtained by Provider in connection with this Agreement in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to any person or entity and not to use any Confidential Information for any purpose whatsoever other than is required in the performance of Provider's duties under this Agreement.

Provider shall take all reasonable precautions to prevent disclosure of Confidential Information to unauthorized persons or entities. Provider agrees to notify County promptly and in writing of any circumstances of which Provider has knowledge relating to any possession, use, or knowledge of any portion of the Confidential Information by any unauthorized person.

Notwithstanding anything in this section to the contrary, Provider may disclose the Confidential Information to the extent required by applicable law, regulation, or a valid order by a court or other governmental body.

Section 9.5 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 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. Provider shall limit access to the County's facility to only those that need to be there for the operation of the Access Center.

Section 9.6 Complete Agreement. This Agreement is the parties' entire understanding on its subject matter and supersedes all prior understandings or agreements. No other representations, promises, agreements, or understandings, whether oral or written, shall be of any force or effect. This Agreement shall be binding upon and inure to the benefit of County, its permitted successors, or assigns.

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.

Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

Section 9.9 Waiver or Breach. No change or modification to or waiver of any provision under this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach, term, or condition of this Agreement by any party, whether by conduct or otherwise, in any one or more instance, shall constitute a further waiver of the same or any other breach, term, or condition. Failure, delay, or forbearance of any party to insist on strict performance of any provision of this Agreement, or to exercise any rights or remedies hereunder, shall not be construed as a waiver.

Section 9.10 Survival After Termination. The parties' obligations under sections 3.4, 3.9, 7.1, 7.2, 7.3, 9.4, 9.5, 10.7, 10.8, 10.9, and 12.7 will survive the termination of this agreement.

SECTION 10

Term and Termination

Section 10.1 Term Intent. The County's intent of this agreement is to enter into a long-term mutually beneficial relationship with Provider to serve the needs of Clients of the Access Center. This intent may be influenced by external factors, but this is the initial intent as of the date of its signing.

Section 10.2 Term. The term of this Agreement shall start as of the date it is signed and continue to June 30, 2024. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

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Section 10.4 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon a sixty (60) day prior written notice of termination to the other party.

Section 10.5 Termination with Cause by County. 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; (d) County's determination of inadequate funding; or (e) 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, 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 the 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 10.6 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County 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 the Provider. In the event that the County 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 Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.7 Information to Clients. Provider acknowledges the right of the County to inform County Clients of Provider's termination and agrees to cooperate with County in deciding on the form of such notification. Provider agrees to assist the transition of Clients to an alternate Provider if advantageous to County.

Section 10.8 Continuation of Services After Termination. Upon request by County, Provider shall continue to render Services in accordance with this Agreement until County has transferred County Clients to another provider, until such County Client is discharged or until an identified transition plan is in place.

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to 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: Executive Director
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404

Section 10.10 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:

Organization: Foundation 2 Crisis Services
Attention: Emily J. Blomme, Chief Executive Officer
Address: 1714 Johnson Ave, NW Cedar Rapids, Iowa 52405

SECTION 11

Amendments

Section 11.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 11.2 Regulatory Amendment. 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 an amendment will not require sixty (60) days advance written notice.

SECTION 12

Other Terms and Conditions

Section 12.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide Services to Clients. County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 12.2 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 County.

Section 12.3 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 County. This section is not intended to prohibit providers from using independent contractors.

Section 12.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between County and Provider and supersede or replace any prior agreements between County and Provider relating to its subject matter.

Section 12.5 Rights of Provider and County. Provider agrees that County may use the Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, the Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.

Section 12.6 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 12.7 Reporting Requirements. Provider agrees to complete all requested operational and financial reporting requirements.

Section 12.8 No Third-Party Beneficiary Rights. The parties do not intend to confer, and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.9 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.10 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon construction or interpretation.

INTENDING TO BE LEGALLY BOUND, each of the parties hereto has caused this Agreement to be executed by a duly authorized representative of such party as of the date first set forth above.

County: **Linn County**	Provider:
By: _____	By: _____
Name: _____	Name: Emily J. Blomme
Title: _____	Title: Chief Executive Officer
Date: _____	Date: 6/8/2023

APPENDIX A

Statement of Work

Mental Health Access Center – Provider service offering summary (subject to change at any time as verbally agreed to by the parties of this agreement):

Abbe Mental Health Access Center:

- Crisis psychiatric evaluations
- Crisis medication management
- Peer support services
- Mental health assessment and recommendations
- Care collaboration through integrated health home
- Warm line
- Substance Use evaluations
- Crisis stabilization
- Crisis observation
- Subacute services
- Care coordination and referrals

Unity Point Chemical Dependency:

- Substance Use Evaluations
- CADC Consultation

Foundation 2:

- Immediate triage of clients
- Intake and brief screening
- Suicide assessment and safety planning
- Crisis observation support
- Mobile crisis support with transportation
- Follow-up services – 24-hour, 7 days, and 30 days
- Care coordination and referrals

Area Ambulance:

- Sobering Unit

APPENDIX B

Service Provider's Responsibilities

Service Provider will be responsible for the following:

- Direct care of the individuals served
- Maintaining quality of the services provided
- Provides an environment that is best practice focused, collaborative, includes holistic assessments and recovery orientated
- Serve all individuals that can be best served by the Mental Health Access Center that are not in need of immediate medical care or violent at or immediately prior to arrival
- Collaborating to the maximum extent possible with all other service providers and Linn County to the benefit of the individuals served
- Protecting individual's information according to HIPPA standards and requirements
- Referring individuals served to an appropriate next service provider
- Respond to improvement input from both individuals served and referral services when possible
- Help educate the referral sources on the individuals that may best be served by the Access Center
- Maintaining appropriate accreditations and licenses for your organization's industry
- Hiring, supervising and staffing of their positions
- Training their employees and cross-training others
- Bill for services monthly by the 10th of the following month. Communicate with Access Center if billing will be received after the 10th.
- Establishing contracts with commercial insurance providers as applicable
- Maximizing service revenue and minimizing expenses to the best extent possible so that Region support is minimized
- Reporting key performance information so it can be consolidated for the full Mental Health Access Center
- Reporting items of actual or potential concern to the Access Center Director timely
- Securing access to the buildings
- Obtaining insurance coverage as required by this agreement
- Taking good care of the County's facilities and fixed assets – reasonable wear and tear is expected.
- Providing the maximum notice possible of any plans to discontinue the relationship with the Mental Health Access Center
- Hiring and supervising a food service function (ASAC)

APPENDIX C

Linn County's Responsibilities

(Subject to change during Access Center operation)

Linn County will be responsible for the following:

- Providing a facility in good working condition and complying to applicable codes and regulations
- Hiring and supervising an Access Center Director
- Managing all facility maintenance, grounds keeping and snow/ice removal
- Evaluating the coordination between and optimal renewal/replacement of service providers
- Reporting of consolidated financial and operational information to appropriate stakeholders on a timely basis
- Minimizing expenses to the best extent possible so that Region support is minimized
- Protect individual's information according to HIPPA standards and requirements
- Respond to improvement input from both individuals served and referral sources when possible
- Lead the education and marketing to the referral sources on the individuals that may best be served by the Access Center
- Form and maintain, if considered advantageous by the County, an Advisory Committee
- Provide utility, telephone and internet services
- Hiring and supervising a custodial function

APPENDIX D

Privacy Requirement

This Privacy Appendix is entered into by and between Linn County and Service Provider Center for Community Mental Health ("Provider") due to the requirements for privacy and security related to records and 42 CFR Part 2.

Provider agrees to comply with the requirements of Federal and state law regarding any personally identifiable client information or records Provider comes into contact with during the course of providing services under this Agreement. Provider agrees that in the event it uses, creates, receives or accesses personally identifiable information or records, the use, creation, receipt or access of that information or records will be only for purposes of providing services under this Agreement and not for any other non-Access Center related purposes.

WHEREAS, Provider may be the operator of a drug and alcohol treatment program that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Client Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, “Part 2”);

WHEREAS, Provider may be a Qualified Service Organization (QSO) under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure of substance abuse treatment information.

Qualified Service Organization Agreement Responsibilities:

(a) To the extent that in performing its services for or on behalf of County, Provider uses, discloses, maintains, or transmits protected information that is protected by Part 2, Provider acknowledges and agrees that it is a QSO for the purpose of such Federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such client records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to client records except as permitted by the Part 2 regulations.

(b) Notwithstanding any other language in this Agreement, Provider acknowledges and agrees that any client information it receives from any County that is protected by Part 2 is subject to protections that prohibit Provider from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

AGREEMENT TO PROVIDE JUVENILE DETENION SERVICES

Agreement made and entered into this 22nd day of June, 2023, by and between Linn County, Linn County and Johnson County, Iowa, to-wit:

Linn County agrees to provide and Johnson County agrees to purchase detention services at the Linn County Juvenile Detention Center (Center) for Johnson County youth under the following terms and conditions:

1. The term of this Agreement is July 1, 2023 to June 30, 2024, unless it is canceled due to cause as indicated in Paragraph 12.

2. Linn County, through its Board of Supervisors, shall have sole and exclusive authority and responsibility for the administration and operation of the Center as an approved juvenile detention home, which shall include, but not be limited to the exclusive fiscal, operational, administrative and program control over the Center and the receipt of all monies received through the administration and/or operation of the Center.

3. Linn County shall administer and operate the Center in full compliance with applicable law and regulations promulgated by those federal, state or local authorities having jurisdiction over the Center and shall obtain and maintain such license(s), approval(s) and or accreditation(s) as may be required there under.

4. Linn County shall provide units of service equivalent to one day of bed space at the Center. A day of bed space shall be calendar day or any portion thereof. Units of service are calculated from the day of admission. Units of service are not calculated for the day of discharge unless the admission and discharge occur on the same day.

5. Linn County agrees to provide three (3) guaranteed units of service per day for the exclusive use of housing Johnson County youth. These youth can be under the jurisdiction and

supervision of Johnson County Juvenile Court or Johnson County Sheriff in the adult system with preference given to Juvenile Court when movement is required due to high population. Linn County also retains the ability to request adult court youth be moved to a jail setting when their behavior in detention warrants removal, determining that they require a higher level of security than Linn County Juvenile Detention is able to provide, even if guaranteed beds are available.

6. Johnson County agrees to purchase an average of three (3) units of service per day for the exclusive use of housing Johnson County youth at a cost of $292.94 for FY24. Payment shall be made quarterly, in advance.

7. Johnson County may purchase additional units of service on an availability basis. Additional units of service shall be offered on a daily basis only at a rate of $200 per day. If necessary, Johnson County will relocate youth to another facility if additional units of service are unavailable on any given day. Johnson County shall not subcontract units of service, either guaranteed or additional, to any other agency.

8. Linn County agrees to refund Johnson County, at the contract rate when the center is staffed for 28 beds **and** the daily use by Linn County juveniles is between twenty-six (26) units and twenty eight (28) units. Linn County will refund Johnson County one (1) unit of service for each day the number of beds used by Linn County juveniles is 26 of the 28 units. Linn County will refund Johnson County for two (2) units of service for each day the number of beds used by Linn County is 27 of 28 units. Linn County will refund Johnson County for three (3) units of services for each day the number of Linn County juveniles is 28 of 28 units. The refund calculation will be computed quarterly and is payable to Johnson County within thirty days of the end of each quarter.

9. Linn County shall provide a quarterly utilization report. Johnson County will reimburse Linn County at the rate of $200 per unit, for usage over the three guaranteed beds on a daily basis.

10. All medical expenses (medications, doctors' appointments, etc...) for youth being held for Johnson County will be billed to Johnson County.

11. Communications relating to the interpretation and/or application of this Agreement shall be between the Director, Linn County Juvenile Detention & Diversion Services and the Johnson County Social Services Director. Amendments to the Agreement may only be accomplished by written instrument duly executed by the parties.

12. This Agreement shall be non-cancelable during the term of the Agreement except for cause. Cause shall be defined as:

a. Failure by either party to substantially perform its duties under this Agreement.

b. A determination by either party that funds are unavailable for continued performance of this Agreement.

13. All notices or other communications between the parties, regarding 12a) or 12b) shall be in writing and shall be either personally delivered or mailed to the Chairperson of the respective Board of Supervisors.

14. The Agreement shall be modified only by written amendment and approval of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by both parties. Every amendment shall specify the date on which its provisions shall be effective.

LINN COUNTY, IOWA

BY:_____
Chairperson, Linn County
Board of Supervisors

JOHNSON COUNTY, IOWA

BY:_____ 6/22/23
Chairperson, Johnson County
Board of Supervisors

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this _____ day of _____, _____ before me, the undersigned, a Notary of Public in and for said County and State, personally appeared _____ to me personally known, who being by me duly sworn, did say that _____ is the Chairperson of Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said _____ as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by_____ voluntarily executed.

_____
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

On this 26 day of JUNE, 2023 before me, the undersigned, a Notary of Public in and for said County and State, personally appeared LISA GREEN-DOUGLASS to me personally known, who being by me duly sworn, did say that she is the Chairperson of Johnson County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said LISA GREEN-DOUGLASS as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by LISA GREEN-DOUGLASS voluntarily executed.

NOTARIAL SEAL IOWA
ERIK THERME
Commission Number 770692
MY COMMISSION EXPIRES
NOVEMBER 30, 2023

_____
NOTARY PUBLIC, STATE OF IOWA

LINN COUNTY AMERICAN RESCUE PLAN ACT GRANT CLOSEOUT AGREEMENT

Between

Linn County, Iowa

And

AGING SERVICES

(Organization)

This agreement sets forth the terms for final disposition and conditions associated the closeout of Linn County American Rescue Plan Act Grant to ___AGING SERVICES___, and any applicable amendments and waivers. The Subrecipient certifies that to the best of its knowledge:

- All activities as authorized by this grant and any applicable amendments, Notices, alternative requirements, and waivers have been completed as described in the grantee's final performance report dated 06/15/2023_____.
- Any fraud, waste, or mismanagement that may have occurred in the administration of this award has been adequately addressed in accordance with the Subaward Agreement.
- All grant-financed costs associated with these activities have been incurred.
- Proper provisions have been made for the payment of all unpaid costs and unsettled third-party claims.
- Linn County is under no obligation to make any payment to the Subrecipient in excess of the amount identified in the subaward agreement.

Further, the Subrecipient herby acknowledges the remaining obligation(s) under the terms of the subaward agreement and agrees as follows:

- All records and documents pertaining to this grant will be maintained for a period of five (5) years after execution of this close-out agreement or the period

required by other applicable laws and regulations related to the American Rescue Plan Act.

- Any real property within the Subrecipient's control which is acquired or improved in whole or part using American Rescue Plan Act funds is governed by the principles described in 2 C.F.R. §200.311 Real Property.

Linn County maintains the right to conduct future monitoring of this grant, either on site or by review of information or copies of documents requested from the Federal awarding agency. The Subrecipient acknowledges that a finding of non-compliance resulting from such a review and failure to take appropriate corrective action satisfactory to Linn County may result in one or more of the following actions:

- Disallowance (that is, denial of use of funds) of all or part of the cost of the activity or action not in compliance.
- Subrecipient may be required to repay Linn County any disallowed costs based on the results or findings.
- Linn County may take action to recommend suspension or debarment proceeding to the Federal awarding agency.

BOARD OF SUPERVISORS	SUBRECIPIENT:
LINN COUNTY, IOWA	**AGING SERVICES**
_____	_____
Board Chair	Authorized Representative
_____	_____
Date	Date

APPLICATION FOR DISPLAY FIREWORKS PERMIT

Submit completed application at least fourteen (14) days prior to the proposed use of display fireworks to:
Linn County Risk Management, 935 Second Street SW, Cedar Rapids, IA 52404

Display
Date: 7-[redacted] 8-2023 Rain Date: 7-9-2023
Start Time: 3 pm Ending Time: 10:30 pm
Location North Linn Highschool Complex

Applicant
Name: Gary Peiffer Date of Birth: 8-19-66
Address: Box 61 troy mills Iowa 52344
E-Mail: Garyspeiffer@IowAtelecom.net Phone: 319-310-8758

Sponsor
Name: Dam Daze
Address: Box 61
E-Mail: Garyspeiffer@IowAtelecom.net Phone: 319 310 8758

Operator
Name: Gary Peiffer / Scott Anderson Date of Birth: 8-19-66
Address: Garyspeiffer@towatelecom.net
E-Mail: Box 61 Phone: 319-310-8758
Check the safety requirement(s) met by the Operator (proof may be required). 319-240-8512
X Display Operator Certification from Pyrotechnics Guild Int. Cert. #
___ Current, valid firework's operator license State: ___ Lic. #
X Equivalent safety training and experience
Please explain: Same shooter Last 18 years

Insurance
Insurance Company: Professional Program Ins. Brokerage
Insurance Coverage Amount: 2,000,000

Fire Prevention
Fire Prevention Measures (attach additional sheets if necessary):
troy mills Brush Truck & Pumper 4 plus Firefighter

I, the Applicant, hereby affirm: I have read Linn County Resolution No. 2019-5-83 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution; No person shall handle or explode fireworks while under the influence of alcohol or drugs that could adversely affect judgment, movements, or stability; No person who is not 18 years of age will set up or explode fireworks; No person who does not meet at least one of the safety requirements of an Operator, or who is not under the direct supervision of an Operator will set up or explode fireworks; The Operator will conduct a thorough search for unexploded fireworks or fuses at the conclusion of the display. Any unexploded fireworks will be stored or disposed of in a safe manner; The Applicant, Sponsor and Operator will follow the provisions of Resolution 2019-5-83, and Iowa law. Further, I specifically agree to protect, defend, and hold Linn County, its officers and employees, and the fire chief or assistant fire chief who signs this permit application, harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

Applicant's Signature: Gary Peiffer Date: June 14 - 23

I approve of the location and fire prevention measures for this use of display fireworks.

Fire Chief or Asst. Fire Chief's Signature: Jim Frahm Dept. troy mills FD Date: 7-11-23

Linn County Risk Manager's Signature: Date: 06/21/2023

This application was approved by the Linn County Board of Supervisors on the ___ day of ___, 20__

Attest: ___, Joel D. Miller, Linn County Auditor

cc: Linn County Sheriff's Office

GARY LEE PEIFFER

Employee Possessor Letter of Clearance for:

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: MH/FLS
5400
File Number: **3IL00404**

05/28/2021

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE for:**

GARY LEE PEIFFER

HELPER
(319)310-8758

3370 TROY MILLS,BLVD
TROY MILLS, IA 52344

and is ONLY valid under the following Federal explosives license/permit:

3-IL-011-26-4F-00404

BLACKERT, JON L
22515 150 EAST STREET
MINERAL, IL 61344

Dear GARY PEIFFER:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard

Marna Howard
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV

The Pyrotechnics Guild International, Inc.

Certifies That

Gary Lee Peiffer

Has successfully completed the PGII Display Fireworks Shooters Safety Certification Program, requiring attendance at lectures and demonstrations, a passing score on a written examination, and documented display fireworks shooting experience.

Performance by the holder of this certificate is beyond the control of the PGII. This organization makes no warranty as to the holder's future performance.

Fred Hopper, PGII Course Administrator

14 June 2006
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06-14-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

PROFESSIONAL PROGRAM INSURANCE BROKERAGE
DIVISION OF SPG INSURANCE SOLUTIONS, LLC
1304 SOUTHPOINT BLVD., #101
PETALUMA CA, 94954

CONTACT NAME:
PHONE (A/C, No, Ext): 415-475-4300 FAX (A/C, No): 415-475-4304
E-MAIL ADDRESS: info@ppibcorp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	AA-1128623
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Jon and Jennifer Blackert
DBA: Crater Fireworks Blasting & Black Powder
22515 150 East St.
Mineral, IL 61344

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PY/23-0021	04/01/2023	04/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dam Daze by Troy Mills Betterment Committee; North Linn High School are Additional Insured as respects the Class B Aerial Fireworks display(s) on 7/8/2023 (RD: 7/9/2023) located at 3033 Lynx Drive Troy Mills Iowa. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation applies; 10-day notice for non-payment.

CERTIFICATE HOLDER

Dam Daze by Troy Mills Betterment Committee
5891 Main Street
Po Box 61
Troy Mills, IA 52344

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Susan Etter