

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

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, July 13, 2022

11 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.

Reports**Resolutions**

Resolution to approve a final plat for Probasco First Addition, case JF22-0007.

Contract and Agreements

Approve and authorize Chair to sign a provider agreement between Linn County and Abbe Center for Community Mental Health for services at the Mental Health Access Center effective July 1st, 2022 through June 30th, 2023.

Approve and authorize Chair to sign a provider agreement between Linn County and Foundation2 for services at the Mental Health Access Center effective July 1st, 2022 through June 30th, 2023.

Approve and authorize Chair to sign a provider agreement between Linn County and Area Ambulance for services at the Mental Health Access Center effective July 1st, 2022 through June 30th, 2023.

Approve and authorize Chair to sign a renewal agreement between Linn County Juvenile Detention & Diversion Services and Johnson County to provide Johnson County with an Alternative Detention Initiative Program effective July 1, 2022 through June 30, 2023 for an amount not to exceed \$75,000.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Center Point for the Lewis Access Water Main Replacement Project for \$200,000.00.

Authorize Chair to sign the Updated Provider Contract – Rate Sheet between Linn County Community Services-Options and the MHDS -East Central Region for the period of July 1, 2022 to June 30th, 2023. The rates have been updated to reflect the 4.25% rate increases that were approved by the Iowa Legislature.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on JCN fiber relocation funding associated with the Bertram Bridge project.

County investment presentation by US Bank.

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.

Board Member Reports

Correspondence

Appointments

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.

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Probasco First Addition (Case #JF22-0007) to Linn County, Iowa, containing two (2) lots, numbered Lot 1 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the NENE of Section 32, Township 82 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 32; thence North 89° 27' 02" East 475.00 feet along the North line of the Northeast Quarter of said Section 32; thence South 0° 32' 58" East 462.65 feet; thence South 89° 27' 02" West 466.55 feet to a point of intersection with the West line of the Northeast Quarter of the Northeast Quarter of said Section 32; thence North 1° 35' 44" West 462.72 feet along said west line to the point of beginning, containing 5.00 acres subject to easements, covenants and restrictions of record.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of January 19, 2022 as last amended on February 21, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Road and other improvements as required in the Unified Development Code, Article IV, Section 107-72, § 2 (g), (h), (i), & (j). The property owner will participate in the improvement of Walford Road. The property owner will pay the cost of placing a single application of seal coat 24' wide by 600' long centered on a single access or 600' beginning at the property line running past the access. Using the current cost of rock and sealcoat placement, the estimated cost is \$4.50 per foot or \$2,700 for the road surface and grading. Payment is due prior to approval of the final plat by the Board of Supervisors.
2. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
3. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way from the center of the existing right-of-way.
4. Road agreement conditions applicable to Final Plat cases. County Standard Specifications, Section 1.
5. E-911 address sign is required to be located at driveway entrance.
6. Proposed driveway locations are required to be shown on the address plat for preliminary addressing. Actual address may change at time of driveway placement to reflect accurate address. Address assigned by Linn County Secondary Road Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Cedar Rapids and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **MAY 16, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and one complete copy of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Ten original signed plat drawings
 - iv. A covenant for a secondary road assessment

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **July 13, 2023** to be valid.

Passed and approved this 13th day of July, 2022

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

Joel Miller

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

on this _____ day of _____, 2022.

Notary Public State of Iowa

Mental Health Access Center

Linn County and Abbe Center for Community Mental Health Agreement

July 1, 2022

This agreement is made and entered into this ~~November 23, 2020~~ by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Abbe Center for Community Mental Health ("Provider"), with an office located at (address) 520 11th St NW Cedar Rapids, IA 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 Abbe Center for Community Mental Health. Abbe Center for Community Mental Health 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.

Table of Contents

SECTION 2	3
Definitions	3
SECTION 3	3
Duties of Provider	3
SECTION 4	5
Duties of County	5
SECTION 5	5
Claims Submission and Payment	5
SECTION 6	6
Relationship Between the Parties.....	6
SECTION 7	6
Hold Harmless and Indemnification.....	6
SECTIONS 8.....	7
Liability Insurance	7
SECTION 9	7
Laws and Regulations.....	7
SECTION 10	9
Term and Termination	9
SECTION 11	11
Amendments.....	11
SECTION 12	11
Other Terms and Conditions.....	11
APPENDIX A.....	13
Statement of Work	13
APPENDIX B	14
Service Provider's Responsibilities.....	14
APPENDIX C.....	15
Linn County's Responsibilities.....	15
APPENDIX D.....	15
Privacy Requirement.....	15

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 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 the 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 de-identified operational data to the Access Center's Director at least quarterly.

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 are 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 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. County may bill Provider for utilities, other operating costs, etc. as mutually agreed upon.

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 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 the 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, 2023. 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 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 12.7 Reporting Requirements. Provider agrees to complete all requested operational and financial reporting requirements.

Section 12.10 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 12.11 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 12.12 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 are 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

By: _____

Name: _____

Title: _____

Date: _____

Provider:

By: Kathy Johnson

Name: Kathy Johnson

Title: Executive Director

Date: 6/8/22

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: Abbe Center for Community Mental Health
Attention: Kathy Johnson
Address: 520 11th St NW Cedar Rapids, IA 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 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 Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, 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 day, and 30 day
- 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
- Billing for services timely to the maximum extent possible
- 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 facility 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 (Abbe Health)

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.

Mental Health Access Center

Linn County and Foundation 2 Crisis Services

Agreement

July 1, 2022

This agreement is made and entered into this ~~November 23, 2020~~ July 1, 2022 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, IA 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 Foundation 2 Crisis Services. Foundation 2 Crisis Services 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.

Table of Contents

SECTION 2	3
Definitions	3
SECTION 3	3
Duties of Provider	3
SECTION 4	5
Duties of County	5
SECTION 5	5
Claims Submission and Payment	5
SECTION 6	6
Relationship Between the Parties.....	6
SECTION 7	6
Hold Harmless and Indemnification.....	6
SECTIONS 8.....	7
Liability Insurance	7
SECTION 9	7
Laws and Regulations.....	7
SECTION 10	9
Term and Termination	9
SECTION 11	11
Amendments.....	11
SECTION 12	11
Other Terms and Conditions.....	11
APPENDIX A.....	13
Statement of Work	13
APPENDIX B.....	14
Service Provider’s Responsibilities.....	14
APPENDIX C.....	15
Linn County’s Responsibilities.....	15
APPENDIX D.....	15
Privacy Requirement.....	15

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 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 the 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 de-identified operational data to the Access Center's Director at least quarterly.

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 are 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 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. County may bill Provider for utilities, other operating costs, etc. as mutually agreed upon.

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 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 the 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, 2023. 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 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, CEO
Address: 1714 Johnson Ave NW Cedar Rapids, IA 52402

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 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 Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, 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 12.10 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 12.11 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 12.12 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 are 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

By: _____

Name: _____

Title: _____

Date: _____

Provider:

By:  _____
Digitally signed by Emily J. Blomme
DN: cn=Emily J. Blomme, o=Foundation 2
Crisis Services, ou,
email=eblomme@foundation2.org, c=US
Date: 2022.06.22 07:12:33 -05'00'

Name: **Emily J. Blomme**

Title: **Chief Executive Officer**

Date: **6/22/22**

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 day, and 30 day
- 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
- Billing for services timely to the maximum extent possible
- 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 facility 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 (Abbe Health)

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.

Mental Health Access Center

Linn County and Area Ambulance Service

Agreement

July 1, 2022

This agreement is made and entered into this ~~November 23, 2020~~ 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 Street SW in 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 Area Ambulance Service. Area Ambulance Service 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.

Table of Contents

SECTION 2	3
Definitions.....	3
SECTION 3	3
Duties of Provider	3
SECTION 4	5
Duties of County	5
SECTION 5	5
Claims Submission and Payment	5
SECTION 6	6
Relationship Between the Parties.....	6
SECTION 7	6
Hold Harmless and Indemnification.....	6
SECTIONS 8.....	7
Liability Insurance	7
SECTION 9	7
Laws and Regulations.....	7
SECTION 10	9
Term and Termination	9
SECTION 11	11
Amendments.....	11
SECTION 12	11
Other Terms and Conditions.....	11
APPENDIX A.....	13
Statement of Work	13
APPENDIX B	14
Service Provider’s Responsibilities.....	14
APPENDIX C.....	15
Linn County’s Responsibilities.....	15
APPENDIX D.....	15
Privacy Requirement.....	15

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 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 the 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 de-identified operational data to the Access Center's Director at least quarterly.

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 are 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 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. County may bill Provider for utilities, other operating costs, etc. as mutually agreed upon.

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 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 the 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, 2023. 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 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 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 Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, 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 12.10 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 12.11 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 12.12 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 are 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

By: _____

Name: _____

Title: _____

Date: _____

Provider:

By:  _____

Name: **Jennifer Peden**

Title: **Vice President**

Date: **15 June 2022**

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
- CADIC 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 day, and 30 day
- 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
- Billing for services timely to the maximum extent possible
- 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 facility 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 (Abbe Health)

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
Johnson County Alternative Detention Initiative

THIS AGREEMENT, made between Johnson County, Iowa ("County"), and Linn County Juvenile Detention & Diversion Services ("Recipient/Agency").

This Agreement shall be subject to the following terms and conditions, to-wit:

I. SCOPE OF SERVICES

During the term of this Agreement, Recipient agrees to implement Detention Alternative Services (Alternative Detention Initiative South).

Recipient shall provide the following:

A. Alternative Detention Initiative (ADI South)

- Provide in-home detention services for a caseload of up to five Johnson County juveniles. Within 24 hours of a court order into the program, will meet with the Juvenile Court Officer, the parent and the juvenile to complete the intake. Will transport youth from detention to home upon discharge.
- Work collaboratively to identify, fulfill and refer ADI participants to supportive services including individual skill building, and cognitive restructuring.
- Follow all terms of the court order.
- Collaborate with all Johnson County law enforcement to assist with supervision of court order.
- Provide GPS "real-time" monitoring as indicated by the Court and Juvenile Court Officer.
- Provide daily in-person visits with the juvenile and their parent/guardian each week during level 1; four in-person visits per week at level 2 and 3 with one parent contact, three visits per week at level 4 with one parent contact and two visits per week during the transition phase. ADI worker will incorporate skill building based on youth's high- risk needs, at a minimum of once weekly, using an evidence-based model.
- During transition, make at least two (2) contacts with the juvenile and their parent/guardian each week.
- Maintain regular phone, in-person, and written contact with the youth's Juvenile Court Officer
- Assess and link youth and family to community resources.
- Provide 24-hour crisis intervention and/or referral services youth and families.
- Maintain contact with the juvenile's school, including the Student Family Advocate. Contact should be initiated when ADI services commence, prior to termination and as needed throughout services.
- Screen the juvenile for mental health issues, using a mutually agreed upon tool.
- Coordinate with Community and Family Resources for substance abuse screening
- If screening warrants a need, refer for further mental health & substance abuse assessments in consultation with the referring Juvenile Court Officer.
- Provide a weekly report to the Juvenile Court Officer.
- Provide Johnson County Juvenile Court Services with additional supports as requested and time warrants.
- Provide the Social Services Director with a monthly service & outcomes report.

II. FUNDING

- A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred solely for the purpose of meeting Scope of Service activities outlined above and based on a mutually agreed upon budget, not to exceed \$75,000. The County will reimburse for services rendered, at a cost not to exceed \$43.63 per hour for direct service work provided solely for the Johnson County Alternative Detention Initiative Program. The hourly rate includes staff salary, benefits and 8% administration costs. The Recipient will bill the County for mileage, and actual cost of usage for ankle monitor devices, in addition to any lost or damaged units and equipment and finders fees.
- B. The Recipient shall submit a monthly invoice for payment to include all documentation following the approved budget. The County will reimburse the Recipient within 30 days of receipt of invoice.

III. GENERAL ADMINISTRATION

- A. On or before the 30th day of the month following the end of each calendar quarter, Recipient will provide to the Social Services Director and the Juvenile Court Supervisor a report in a format prescribed by the County. In addition, the recipient may be asked to provide additional documents including board minutes, financials reports and external audits.
- B. Duly authorized representatives of the County shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all financial books, records, and other documents of Recipient, and to make site visits and survey participants in order to evaluate and monitor the Recipient's programs. No report or publication resulting from any such inspection, audit, examination, site visit, or survey shall disclose the name or other identifying information concerning persons using Recipient's services.
- C. The County's sole responsibility hereunder shall be to provide the funds to Recipient in accordance with the terms of this Agreement. Nothing contained in this Agreement, nor any act or omission of the Recipient or the County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient's involvement with the County, nor shall the County have authority to direct the manner or means by which Recipient conducts activities.
- D. This contract may be terminated with a 30 day written notice by either party.
- E. Recipient shall not permit any of the following terms and practices:
 - I. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - II. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.
 - III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or disability status.

IV. TERM

This Agreement shall commence on July 1, 2022 and terminate on June 30, 2023, except as provided herein. Contract renewal is contingent on the availability of funding and successful completion of scope of services and progress toward performance measures.

V. ASSIGNMENT

This Agreement may not be assigned by either party without prior written agreement of the other party.

VI. HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's officers, employees or agents during the performance of this Agreement.

VII CONDITIONAL STATUS

The Board of Supervisors may place an agency on conditional status when one or more serious problems are identified within the agency that puts its agreement with Johnson County in jeopardy. Problems may be in service delivery, board activity, agency administration, fiscal management, cooperation with other agencies, compliance with other government funders, or compliance with the Johnson County agreement. The Board of Supervisors may request that an external financial audit be performed, at the sole expense of the agency, if no audit records are available.

Following the placement of an agency on conditional status, the Social Services Director will meet with the agency director and/or board members to discuss the concerns/problems as identified by the contract manager. The Social Services Director will provide the agency with a written memo outlining the concerns/problems, specific corrective action steps, and time frames for completion. The agency will provide periodic reports and meet with the Social Services Director during this period to ensure that satisfactory progress is being made.

Funding may be withheld by Johnson County until the agency has completed or made sufficient progress on the action steps to correct the problems, as determined by the Social Services Director.

If an agency fails to meet the requirements of the Johnson County agreement and/or the action step memo within the appropriate timeframe as specified, the Board of Supervisors will cease county funding.

For Johnson County, Iowa:


Rhyceann Porter, Chairperson, Board of Supervisors Date

For Linn County

Name, Title, Date

Title

ATTEST:

 6/30/22
Travis Weipert, Auditor Date



AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT

Federal Awarding Agency: U.S. Department of the Treasury

Federal Award Number: SLFRP0336

Assistance Listing (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Fund

Federal Award Date: May 19, 2021

Subaward Number: WATER2022-008

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	City of Center Point
935 2 nd Street SW	200 Franklin Street (P.O. Box 299)
Cedar Rapids, IA	Center Point, IA
	UEI #: ZFBUWKG23QB3
Subaward Budget Period Start date: 6/1/2022 End date: 5/31/2023	
Period of Performance Start date: 6/1/2022 End date: 5/31/2023	
Amount of federal funds obligated by this action: \$200,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$200,000.00	
Total amount of the federal funds committed to the Subrecipient: \$200,000.00	
Project Title: Lewis Access Water Main Replacement	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to **City of Center Point, Iowa** ("Subrecipient") for reimbursement of Lewis Access Water Main Replacement Project.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2024

3. Grant Funding.

The Subrecipient shall use the Subaward solely for the Center Point Lewis Access Water Main Replacement Project.

The County agrees to provide up to \$200,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for Center Point Lewis Access Water Main Replacement Project expenses. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

4. Reporting and Invoicing.

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget
Attn: Sonia Evans, Senior Accountant
935 2nd Street SW
Cedar Rapids, IA 52404
Sonia.evans@linncountyiowa.gov

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of Records.

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

7. Closeout.

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

8. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

9. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

10. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

11. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

13. Conflicts of Interest.

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

14. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

15. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Notices

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

17. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

19. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,

except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

20. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

21. Entire Agreement.

This agreement constitutes the entire agreement between the parties for Center Point Lewis Access Water Main Replacement Project. and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this _____ day of _____, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

SUBRECIPIENT:
CITY OF CENTER POINT, IOWA

Board Chair

Authorized Representative

Date

6-30-22
Date

EXHIBIT A

Statement of Work

The Center Point Lewis Access Water Main Replacement Project will repair and replace the 8-inch water main pipe at the corner of Lewis Access Road and Franklin Street in Center Point, Iowa. Projected individuals to be served is 2,579. The program will operate and follow the estimated budget (EXHIBIT A1) as attached and will report to Linn County on a quarterly basis.

Quarterly Reporting Timelines for Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2021	4	October 1 - December 31	January 15, 2022
2022	1	January 1 - March 31	April 15, 2022
2022	2	April 1 - June 30	July 15, 2022
2022	3	July 1 - September 30	October 15, 2022
2022	4	October 1 - December 31	January 15, 2023
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

Preliminary Opinion of Probable Cost
West Main Water Improvements, City of Center Point, Iowa
 Project No.22-xxx

Installation of 8" Diameter DIP water main along the west side of Lewis Access Road from Rosedale Drive north to its crossing of Lewis Access Road, a length of approximately 1,050 feet to replace existing 8" water main.

NO.	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	2010-I	SUBBASE, _____ (TYPE)	100	TON	\$ 20.00	\$ 2,000
2	2010-J-2-c	REMOVAL OF KNOWN PIPE CULVERT, _____ (TYPE), _____ (SIZE)	30	LF	\$ 10.00	\$ 300
3	4030-A-1	PIPE CULVERT, TRENCHED, _____ (TYPE), _____ (SIZE)	30	LF	\$ 75.00	\$ 2,250
4	4040-A	SUBDRAIN, REPIAR, 6" PVC (DR-18)	40	LF	\$ 60.00	\$ 2,400
5	5010-A-2	WATER MAIN, TRENCHLESS, DIP W/ NITRILE GASKETS, 8 IN.	1050	LF	\$ 70.00	\$ 73,500
6	5010-C-1	FITTING, _____ (TYPE), _____ (SIZE)	8	EA	\$ 800.00	\$ 6,400
7	5010-D	WATER SERVICE STUB, _____ (TYPE), _____ (SIZE)	5	EA	\$ 2,000.00	\$ 10,000
8	5010-999-F	CONNECTION TO EXISTING WATER MAIN	2	EA	\$ 2,500.00	\$ 5,000
9	5020-A	VALVE, GATE, 8" DIA. INSTALL	2	EA	\$ 1,200.00	\$ 2,400
10	7020-B	PAVEMENT, PCC 8" THICK	150	SY	\$ 100.00	\$ 15,000
11	7040-H	PAVEMENT REMOVAL	150	SY	\$ 10.00	\$ 1,500
12	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 3,500.00	\$ 3,500
13	9010-B	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING	1	LS	\$ 2,200.00	\$ 2,200
14	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	200	LF	\$ 5.00	\$ 1,000
15	11,020-A	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000

ESTIMATED CONTRACT AMOUNT	\$	142,450
Construction Contingency (20%)	\$	28,000
Easement & Monument Restoration Plats	\$	3,000
Engineering Design, Construction Services, Project Administration	\$	26,550
ESTIMATED PROJECT TOTAL	\$	<u>200,000</u>

Dated: December 20, 2021

EXHIBIT B

Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;*
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



Provider Contract: Service and Rate Attachment – FY2023

Effective July 1, 2022 – June 30, 2023

Provider: Options of Linn County
1240 26th Avenue Court SW, Cedar Rapids, IA 52404

ECR/CSN# 3317

Chart of Acct #	Procedure Code	Service	Approved FY2022 Rate	Unit of Service	Approved FY2023 Rate
50367	T2020 U1	Day hab, daily ECR (T2020 U1) ID	\$70.22	Daily	\$73.20
50367	T2020 U2	Day hab, daily ECR (T2020 U2) ID	\$73.68	Daily	\$76.81
50367	T2020 U3	Day hab, daily ECR (T2020 U3) ID	\$83.91	Daily	\$87.48
50367	T2020 U4	Day hab, daily ECR (T2020 U4) ID	\$85.10	Daily	\$88.72
50367	T2020 U5	Day hab, daily ECR (T2020 U5) ID	\$99.10	Daily	\$103.31
50367	T2020 U6	Day hab, daily ECR (T2020 U6) ID	\$121.18	Daily	\$126.33
50367	T2021	Day hab, Adult, 15 min	\$4.57	15 MIN	\$4.57

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

Agreement to Provide Named FY23 Services at Noted Rates

Options of Linn County	Date
------------------------	------

MHDS of the East Central Region, Contract Coordinator	Date
---	------

Ann Cameron Williams, Ph.D.

Awilliams@ecriowa.us 563.589.7870

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

1. As an East Central Region provider, priority shall be given to ECR consumers over non-ECR residents when daily supported community living openings become available. Please contact Jan Shaw (319-688-5824, jshaw@johnsoncountyiowa.gov) about your current or anticipated openings.
2. As listed, billed services must indicate procedure code; HCPCS and/or CPT with Clinician Modifier to clarify the credentialed clinician funded by service/rate.
3. Provider shall submit individuals served during the billing time period (utilizing a Demographic Information Form unless an ECR application has been previously completed) when they submit their billings as per the ECR "Services by Individual for Lump Sum Payments Procedure":
 - a. Drop In Center providers should submit the daily sign-in sheets with enough information to identify individuals or a list of individuals. Daily sign-in sheets should continue to be submitted even if a list is utilized for this purpose so we can review attendance patterns.
 - b. The Region has the discretion to request a quarterly review.
 - c. If so requested, quarterly reviews should be mailed securely to claims@ecriowa.us or sent to Buchanan County Community Services, 210 5th Avenue NE, Independence, IA 50644.
4. It is the expectation of the ECR that when Medicaid funding becomes available for crisis services that providers will be enrolled as a Medicaid provider to receive such funding.
5. Training service provided and materials reimbursed per itemized statement/receipt with prior approval of ECR. (COA#05373 Public/Education).
6. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for the reimbursement through Iowa Medicaid fee-for-service:
 1. Amerigroup Iowa, Inc. Iowa Total Care
7. ECR will not subsidize Medicaid. Co-pays and deductibles assigned by Medicare or any third party payer may be funded but Regional payment will not exceed the difference between the contracted rate and insurance payment. ECR will not pay when Medicaid or other 3rd party decertifies.
8. Drop in centers shall bill Medicaid for the service when it is a peer drop in when possible.
9. Provider is responsible to assist consumers to obtain Medicaid for Employed People with disabilities within 3 months from the start of supported community living or peer services.
10. Provider shall review signed contract and claims letter (next page) yearly.
11. As funds are available, the Region will fund collateral time for licensed mental health practitioners to communicate and coordinate services for children with other providers, family, and educators. Collateral time will be billed in 15 minute units and may be billed in the amount of up to 2 units per month per qualifying child. The rate for collateral time will be \$20 per unit, regardless of the licensing status of the mental health practitioner. These funds are capped and services may be discontinued if completely expended prior to the end of the fiscal year.
12. Please provide the number of direct support staff that are employed for Supported Community Living (32329) Total FTE (include contracted staff) .

13. The MDHS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the fiscal year named above.

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

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

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

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

For further questions, please contact Claims:

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

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



Joint Communication Network – Talking Points

Monday, July 11, 2022

This discussion is related to a Linn County owned “utility” that is within the road right-of-way and needs to be relocated due to a bridge replacement project. The discussion is about who is responsible for the costs associated with the relocation. The Secondary Road Department treated this utility as any other utility that is within the County Right-of-Way.

- Linn County is part owner of the Joint Communication Network (JCN) with the City of Cedar Rapids and the City of Cedar Rapids Community School District
 - <https://www.linncountyiowa.gov/140/1878/Information-Technology>
 - 28E Agreement Attached (2006, 2009, 2015)
- The JCN is attached to the Bertram Road bridge that is currently under contract for replacement and is scheduled to start late 2022. The City of Cedar Rapids is willing to complete the relocation with their crews. They just need a confirmation on who is responsible for the costs, which have been approximated at \$40,000.
- This work was permitted 7/20/2009 through a utility permit. The permit indicates that the line would be buried and does not include attaching to the bridge. Attaching to the bridge is common as it decreases installation costs (boring versus attaching to the bridge; purchasing private easements, etc.).

LINN COUNTY SECONDARY ROAD DEPARTMENT UTILITY PERMIT			
APPLICANT: <u>City of Cedar Rapids</u> (Name of Owner/Company)			
<u>3851 River Ridge Drive NE</u> (Address)	<u>Cedar Rapids, IA</u> (City/State)	<u>52402</u> (Zip)	
Approval is hereby requested for the use of the right of way of Linn County Secondary Road			
<u>Bertram Road SE</u> beginning			
<u>0'</u> feet (Distance)	<u>South</u> (Direction)	from <u>intersection of Bertram Road SE and Mount Vernon Road SE</u> (Intersection, City, etc.)	
for the installation of <u>a 2" HPDE Duct with Fiber</u>			
for the transmission of <u>Data Communications</u>			
The installation shall consist of <u>burying a 2" HDPE SDR-11 Duct at 42" deep within the ROW along Mount Vernon</u> (Detailed description)			
<u>within the public ROW as shown on the attached drawings. A fiber optic cable(s) will be pulled into this duct.</u>			
SIZE <u>2"</u>	DEPTH <u>42"</u>	PARALLEL TO <u>Bertram Road SE</u> (Side Distance)	
Crossroad <u>Mount Vernon Road</u> and will be located as shown on the detailed plat attached hereto.			
COMPANY <u>City of Cedar Rapids, IA</u>			
SIGNATURE <u>Justin Wallig</u>			
PRINT NAME <u>Justin Wallig</u>			
TITLE <u>Network Technician III</u>			
TELEPHONE <u>(319) 286-5660</u>			
PERMISSION IS HEREBY GRANTED FOR THE ABOVE INSTALLATION IN ACCORDANCE WITH CURRENT LINN COUNTY ORDINANCE AND CODE OF IOWA AND BY RESOLUTION OF THE LINN COUNTY BOARD OF SUPERVISORS DATED AUGUST 11, 1993 FOR THE REGULATIONS, SPECIFICATIONS AND/OR CONDITIONS SET FORTH THEREIN.			
APPROVED <u>[Signature]</u>		DATED <u>7-20-09</u>	



- The 28E Agreement outlines ownership of the JCN. The agreement does not specify the 'Secondary Road Department' as being the owner. This is similar to property that County facilities are located on where the owner is 'Linn County'.

8. OWNERSHIP OF ASSETS

A. Conduit to be installed or used under this Agreement along existing roadway, on bridge structures, and with easements, including all conduit accesses, handholes, etc., shall be the property of the respective jurisdiction, either the County or the City, and shall be termed "Primary Conduit". Ownership is given to the respective jurisdiction in lieu of right of way access fees assessed to the other Parties in this Agreement (the City, County and CRCSD). All conduits that leave the roadway right of way or bridge structures to service a building or site of one of the participating Parties shall be the property of that

- This situation was handled as we do with any utility that is within the County Right-of-Way. We try to work around utilities and provide as much notice as possible if relocation is required. The Secondary Road Department will provide as much notice as possible for future JCN relocations due to Linn County projects.
- Is the JCN located when a 'One-Call' is performed?
- If not, what is the best way to determine if the JCN will be affected by a project?
 - <https://www.linncountyiowa.gov/140/1878/Information-Technology>
 - Is this map up to date?
- Are there future plans to expand the JCN to Secondary Road facilities?
- Does the 28E Agreement need to be revised to reflect how Linn County handles 'ownership' responsibilities?



Revised
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA
LINN COUNTY, IOWA
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

WHEREAS, the City of Cedar Rapids (hereinafter referred to as "the City"), Linn County (hereinafter referred to as "the County") and the Cedar Rapids Community School District (hereinafter referred to as "CRCS") and collectively referred to as "the Parties", propose to construct and operate a Joint Fiber Optics Communication Network (hereinafter referred to as "the JCN"), to connect various Facilities (see attached Exhibit 5) within the City of Cedar Rapids and Linn County hereinafter referred to as ("the Project"), and

WHEREAS, this revised Agreement is intended to incorporate prior agreements between the parties as evidenced by an agreement dated May 10, 2006, and revised September 6, 2006, and revised September 23, 2009, and amended by an Addendum thereto signed March 26, 2008, and a separate agreement dated October 4, 2006, and

WHEREAS, Exhibit 5 of this Agreement replaces Exhibits 1 and 4 of previous agreements and includes the Phase II sites as referenced in the October 4, 2006, agreement, and

WHEREAS, the Parties desire to enter this revised Agreement hereinafter referred to as ("the Agreement") and have the following serve as the sole agreement effective as of the date herein stated below.

NOW THEREFORE BE IT HEREBY AGREED BY, BETWEEN AND AMONG the City, the County and the CRCS to enter into this Agreement pursuant to Chapter 28E of the Code of the State of Iowa, providing for cooperative action in constructing and maintaining the JCN as follows:

1. SCOPE OF WORK

A. Effective as of the Effective Date as set forth herein below, the Project shall consist of:

- I. The design, construction, maintenance, and administration for the installation of the JCN. The Project includes the necessary engineering work for the acquisition of easements on private property, preparation of the plans, specifications, fiber optics outside plant design and cost opinion; letting and administration of the construction contracts; and inspection and testing of the construction work, and ongoing maintenance of the JCN facilities. Portions of the Project extend outside of the City of Cedar Rapids corporate boundaries. The City will seek all necessary rights and permissions from entities beyond its

corporate boundaries prior to authorizing work within those boundaries, such as Hiawatha, Marion and Linn County.

- B. The City shall be designated as the Project Administrator and shall have the following duties and responsibilities:
- I. The City is empowered to authorize design, construction, and changes for maintenance on behalf of the Parties, provided such changes are consistent with the overall Project intent and budget as agreed upon by the Parties. The City shall inform all Parties of changes as soon as practical.
 - II. When the City determines that a change is necessary regarding the JCN specifications or performance, or creates an expense greater than allowed by the approved budget, the City shall notify all Parties as soon as possible. Any Party can challenge a decision by the City and request a meeting with all Parties and put the matter to a *vote*. If a vote is taken, each Party will have one vote and a majority *vote* will prevail. All Parties should have a designated primary or alternate representative readily available to address such situations.
 - III. During design and construction phases, meetings will be held bi-weekly unless all Parties agree to an alternative schedule. All Parties agree to have representation at meetings, and will actively and timely respond to requests relative to the Project, including sharing of information and resources.
 - IV. The City will coordinate and authorize repairs and/or maintenance of infrastructure on behalf of the Parties as is necessary to restore or maintain the integrity of the infrastructure as designed. Any improvements or extension of the infrastructure beyond basic maintenance shall require approval by a majority of the Parties. The City shall notify the Parties via email at least quarterly and no more often than monthly, of all maintenance activities and costs, and shall maintain a record for audit purposes.
 - V. Certain fiber extensions connected to the JCN are designated non-maintenance segments for which no Party shall have any responsibility under this Agreement for administration or maintenance. These non-maintenance segments are listed in Exhibit 6.
 - VI. During the construction activity, the City shall arrange for weekly meetings with contractors, and all Parties shall be invited to attend. The City shall provide a written report of all decisions and outcomes discussed to all Parties and attendees

- C. The County and CRCSD shall provide timely advice and information to the City that will assist in the design and construction of the JCN.
- D. The Parties agree that as a result of an emergency due to force majeure or a manmade loss that the City shall have full authority to take whatever action is necessary to resolve the situation. The City will report the action to all Parties as soon as is practical.
- E. The Sites set forth in Exhibit 5, a copy of which is attached hereto and by this reference incorporated herein shall be served by the JCN.
- F. Any Party may add a location by paying for 100% of the costs to connect a site to the JCN. If any Party withdraws a location, it will do so in a manner that doesn't impact performance or incur cost to the other Parties. By unanimous agreement of the Parties, any Party may wholly pay for and alter any site. Any Party may add a building or site to their existing terminations without notifying the other Parties as long as it doesn't adversely impact the JCN.
- G. Exhibit 8 will be recalculated if any Party's mileage varies more than 10% over the life of the network.
- H. Any changes to the scope of work or the Project shall be implemented by written amendment to this Agreement executed by each entity that is a party hereto.

2. ADDITIONAL PHASES

- A. The building of the JCN will no longer use the term "Phases" as referenced in previous 28E Agreements. Phase I as referenced in the September 6, 2006, 28E Agreement was completed. Phase II sites as referenced in the October 4, 2006, 28E Agreement have been included in Exhibit 5 as agreed upon by the Parties.

3. DURATION; TERMINATION

- A. This Agreement shall commence on the date that all Parties have signed this Agreement, and shall continue thereafter until such time as it may be terminated as provided below.
- B. Any Party may, upon sixty (60) days written notice to the other Parties, terminate its participation in this Agreement upon payment in full of all amounts then obligated by such Party under this Agreement and upon agreement to the condition of termination outlined in Section 3.C below.
- C. As a condition for the termination of a Party's participation in this Agreement, the terminating Party must grant all reasonable and necessary continued

easements and continued use of JCN assets, fiber, conduit and associated apparatus in favor of the JCN and all non-terminating members, and shall execute all reasonable and necessary documents or other instruments when requested to grant such rights.

- D. Except as noted in Section 8.G and for the indemnification obligations arising under Section 4.A.IV of this Agreement, no Party shall have any obligations under this Agreement, including without limitation any payment obligations, after the date upon which such Party's termination is effective.
- E. This Agreement may be terminated, modified or extended at any time by the unanimous written agreement of all Parties. In the event of a termination by unanimous written agreement of all Parties, the assets will be liquidated or abandoned, and proceeds and all remaining funds of the JCN, will be equally distributed among the Parties.

4. PURPOSE

- A. The purpose of this Agreement is to accomplish the Project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
 - I. Subject to the provisions of Section 1.B, the City of Cedar Rapids shall be responsible for the administration of this project.
 - II. The City of Cedar Rapids, Linn County, or their respective authorized agents shall, be responsible for right-of-way plats, right-of-way appraisals, and right-of-way negotiations within their respective jurisdictions, subject to the approval of the respective jurisdiction
 - III. Either the City shall provide design, inspection, and operation of the JCN by City employees, or as may be agreed by all Parties, by way of a third-party engineer, the cost for which will be an Eligible Project Cost as defined herein at Section 5 entitled "Manner of Financing."
 - IV. The Parties agree and covenant that no claim or suit shall be made or brought against one another as it relates to the performance of the obligations created by this agreement, including construction, maintenance and operation of the JCN.
 - V. Subject to Section 4.A.IV above, each Party shall be individually responsible for their own legal fees and litigation expenses to defend any claim made by others and arising out of the Project and should such a claim result in an award of monetary damages, each Party shall contribute to the award amount according to its "Respective Construction/Maintenance Share" as determined in Section 5.A.

5. MANNER OF FINANCING

- A. As of the Effective Date, each Parties share of the costs for the Project and subsequent JCN enhancements shall be based on percentages calculated from conduit route miles and fibers for each Party. The costs are split into Respective Construction/Maintenance Share and Respective Fiber Share as set forth in Exhibits 8 and 9 respectively, and which are by this reference incorporated herein. All costs going forward referencing any sites and/or routes connected by previous 28E Agreements shall be as determined by this Agreement.
- B. Eligible Project Costs shall include and be limited to the following costs and expenses:
- I. The cost of construction shall be allocated as defined by Respective Construction/Maintenance Share or Exhibit 8 and shall include.
 1. Outside Plant Design, Fiber Optic Plant Design,
 2. Engineering, Acquisition of Easements.
 3. Preparation of Plans, Contract Administration, Letting and Administration of Construction Contracts, Inspection and Testing of Construction Work,
 4. Procurement of construction materials for outside plant, excluding fiber.
 - II. The cost of fiber cables shall be allocated as defined by Respective Fiber Share in Exhibit 9.
 - III. The cost of fiber, splicing, and terminations will be allocated to each Party based on actual assignment of fiber.
 - IV. The cost of maintenance shall be allocated as defined by the Respective Construction/Maintenance Share in Exhibit 8. Maintenance is defined as repairs and/or maintenance necessary to restore, maintain, or prevent damage to the integrity of the infrastructure. Maintenance begins when the affected Project segment has been accepted by the Project Administrator from the contractor.
 - V. The cost of Information Technology ("IT") will be allocated as defined by each Party's Respective Construction/Maintenance Share in Exhibit 8. The IT costs to be shared include JCN-dedicated hardware and all JCN-dedicated software, licenses and support fees, except for the initial costs for the fiber management software that will be paid for equally by the Parties. Payment responsibility for non-JCN-dedicated software and hardware and any other incidental costs for provisioning

services or maintenance shall be decided by a unanimous vote of the Parties.

VI. The cost of splicing, terminations and materials within a site structure will be allocated to each Party based on actual assignment of fibers.

- C. Invoices for "Eligible Project Costs" shall be delivered to the Project Administrator unless agreed otherwise. Payments for "Eligible Project Costs" shall be reimbursed within 60 days (or 120 days if Council or Board approval is required) of receiving the invoice from any of the Parties. Acquisition of assets defined within the scope of this Agreement by any Party/Parties shall be reimbursed based on this Agreement and the cost allocations in place at the time of the acquisition.
- D. Any funding by a Party or any other entity shall not create, convey, or grant any rights to the Project except as provided by this Agreement. The City shall coordinate its grant construction projects with the Project construction to reduce the costs for all Parties and to facilitate a two sheath design in the JCN.
- E. The Parties shall each contribute funds necessary to establish and maintain a contingency reserve fund that is derived and sustained by JCN revenues. Unless otherwise agreed to, the Parties will contribute to this fund in equal amounts.
 - I. The City shall manage a contingency reserve fund in a special revenue fund designated as JCN Revenue/Maintenance (CityCR, Linn County, and C.R. School district). Any earnings produced by the fund will be added to the fund balance. The City will provide quarterly reports to all Parties. These reports will detail current balance, interest earned for the period, and funds added/withdrawn since the last statement (with detailed transaction history – date and description). The report will also contain a detail balance page listing amounts allocated to each entity based upon the percentages as prescribed in the section 9A. Any use of funds other than directly related JCN maintenance costs will be approved by a unanimous vote of the Parties. The City will be allowed to return funds to each party in equal amounts as approved by a unanimous vote of the Parties.
 - II. If funds are removed from the fund for Maintenance/Construction purposes, the removed funds shall be repaid to the fund by the Parties and in the same percentages as prescribed in the Section 5 B (IV).

6. COST AND FUNDING OF THE PROPOSED PROJECT

- A. The Project cost estimate of the construction of the project, including engineering, conduit, fiber, equipment and construction is \$10,148,319. Project costs are outlined in Exhibit 7 which is by this reference incorporated herein. Construction is estimated to be completed by December 31, 2011. The above cost estimate excludes the following items in which costs will be the responsibility of the respective jurisdiction, unless noted otherwise:

I. Acquisition of right-of-way or easements in accordance with Section 5.B.1.2.

II. Operation and maintenance costs for Network Hardware and Software within a Party(s) facility.

B. The Parties recognize that the Project will span several budgetary fiscal years. Each Party agrees, subject to applicable law to budget funds in accordance set forth in Exhibits 8 and 9 with its funding obligations as outlined by Exhibit 7.

7. MAINTENANCE , OPERATION, ADMINISTRATIVE AND UTILITY COSTS

A. The Parties agree to share the responsibilities for the maintenance, operation, administration and utility costs of the Project under the following conditions and terms;

I. Subject to the provisions of Section 5, the City shall be responsible for the testing and monitoring of the JCN including terminations and splices, fiber optic cables, handholes, hubs, and conduit systems between facilities served by the Network.

II. The City shall be responsible for all maintenance of the Project, payment of all utility costs associated with the Project, and replacement of any and all equipment, software, infrastructure or other property incorporated into the Project should it be damaged or otherwise caused inoperable. The County and CRCSD shall reimburse the City for their "Respective Maintenance/Construction Share" as set forth in Exhibit 8, of the actual utility costs and the out-of-pocket replacement and all maintenance costs associated with the Project. The City will be reimbursed by all Parties for administrative cost for work that exceeds twenty (20) hours in any given month. Notwithstanding the foregoing, the City shall at its sole cost and expense, maintain, service and repair the second fiber sheath (sometimes referred to as "Sheath 2") designed for exclusive City use.

B. The Project Administrator shall submit to all Parties periodic invoicing of the utility, replacement, and maintenance costs upon which said reimbursement will be made. All Parties will promptly (within 30 days, unless otherwise agreed to by the Parties) remit all sums due upon receipt of such an invoice.

C. Maintenance, operation, and utility costs referred to previously herein, shall cover only those portions of the JCN as constructed per Exhibit 5. The maintenance and utility costs for any site, building or structure shall be the responsibility of the Party that owns, leases, rents or otherwise occupies the

facility. Each Party shall have the responsibility to pre-test any troubles before involving the Project Administrator for maintenance.

- I. During the Maintenance Period, (herein defined as when the JCN segment(s) is accepted by the Project Administrator on behalf of all Parties) expenses related to the JCN will be paid for as follows:
 1. All locates up to the building entrance are the responsibility of the Project Administrator and reimbursed according to the Respective Construction/Maintenance Share.
 2. Any non-maintenance cost incurred by a Party for the benefit of that Party requires the majority approval of all Parties. Those costs will be paid for by the requesting Party.
 3. For any costs related to a segment of the JCN serving a non-Party, a portion of the expenses associated with this segment will be reimbursed to the Parties by the non-Party according to the agreement in place with the Parties and the non-Party. The remaining balance of costs will be paid by the Parties served by the segment in amounts proportional to their Construction/Maintenance Share set forth in Exhibit 8.

- II. The City as Project Administrator will both bill and reimburse other Parties for JCN expenses.

- D. The Parties shall review maintenance costs including past costs and anticipated future expenditures in 2013 and biennial thereafter. The intent of the reviews is to recommend new maintenance practices and to adjust Exhibit 8 to as-built mileages.
- E. When 95% of the sites in Exhibit 5 are served by the JCN or December 1, 2011, whichever comes first, Exhibit 8 will be adjusted to as-built mileage.

8. OWNERSHIP OF ASSETS

- A. Conduit to be installed or used under this Agreement along existing roadway, on bridge structures, and with easements, including all conduit accesses, handholes, etc., shall be the property of the respective jurisdiction, either the County or the City, and shall be termed "Primary Conduit". Ownership is given to the respective jurisdiction in lieu of right of way access fees assessed to the other Parties in this Agreement (the City, County and CRCSD). All conduits that leave the roadway right of way or bridge structures to service a building or site of one of the participating Parties shall be the property of that

Party, and shall be termed "Feeder Conduit."

- B. Fibers and associated apparatus installed to any building or site for the exclusive use of a Party, excluding any other fibers, in the Feeder Conduit to the first point of termination or splice, shall be the property of the Party that owns or leases the building and shall be termed "Feeder Fiber."
- C. All fiber in Primary Conduit and associated apparatus shall be an integral part of the JCN and is not owned by any Party.
- D. Fiber and Conduit installed under previous 28E Agreements and was deemed "Traffic Fiber" is hereby now designated as the being part of the JCN and being treated in the same manner as Sheath 2 as shown on Section 8(E) designed for exclusive City use.
- E. Fibers in the JCN will be assigned as follows:

Tube Assignments		
Sheaths	Tube	Assignment
Sheath 1 72 Fibers	1	City
	2	City
	3	City
	4	County
	5	County
	6	CRCSD
Sheath 1 Expanded to 144 Fibers	7	CRCSD
	8	PSAP
	9	JCN Spare
	10	JCN Spare
	11	JCN Spare
	12	JCN Spare
Sheath 2 48 Fibers	13	City
	14	City
	15	City
	16	City
PSAP Note = 1/2 County + 1/2 City		

- F. Use of fibers designated "JCN Spare" by any Party requires an agreement with unanimous approval of the other Parties. Any permanent reassignment

of the JCN Spare may result in the construction/maintenance cost schedule revision due to shift in fiber percentages as shown in Exhibits 8 and 9.

- G. Should a Party decide to sell a property (either the land parcel, building, site, Feeder Conduit and/or Feeder Fiber) that would impact the access, integrity or operation of the Project, the Party shall be responsible for all expenses necessary to reroute Feeder Conduit and Feeder Fiber, such that it would maintain access, integrity and operation of the JCN after the sale of the property and/or the termination of its participation in the JCN. The sale of the Feeder Conduit and/or Feeder Fiber shall be offered to the remaining Parties *at* a reasonable cost under right of first refusal conditions.
- H. No Party shall resell or provide use of JCN assigned (as shown in 8E chart) tubes 1 through 8 to any non-JCN entity. No Party shall connect JCN Spare tubes 9 and above, excluding Sheath 2 (shown as 48 count tubes 13 through 16 from the original build), to any entity for service without the prior unanimous agreement of all Parties.

9. ADDITIONAL NON-PARTY ENTITIES

- A. Use of fibers designated JCN Spare by an entity other than the City, County, and CRCSD may be granted through the execution of an Indefeasible Right of Use ("IRU") agreement or other terms. An agreement covering the IRU shall be presented to each Party in this Agreement (City, County and CRCSD) for unanimous approval. Revenue will be distributed equally amongst the Parties. The IRU shall specify whether ownership of the Feeder Conduit and Feeder Fiber is with JCN or otherwise. The IRU shall not allow sublet or transfer of any IRU rights to another entity.
- 8. No Party may request or otherwise encumber other Parties without a signed letter of agency specifically granting permission beyond the scope of the 28E.
- C. A Non-Party Entity served by the Network does not have Party voting rights and does not have authority or decision making authority with the Network operation or maintenance.

10. EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution by all three signatories listed below as of the date of the last signature and shall remain in effect until such time as it may be further amended by agreement of the City of Cedar Rapids, Linn County and Cedar Rapids Community School District or terminated in accordance with the terms hereof.

11. FILING AND RECORDING

The City shall file this Agreement with the Iowa Secretary of State and record it with the Linn County Recorder.

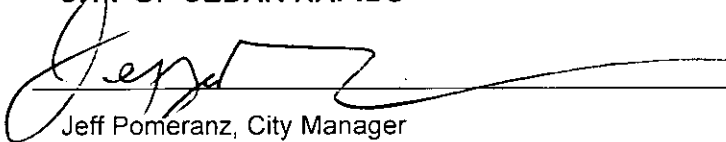
12. ADMINISTRATION OF AGREEMENT

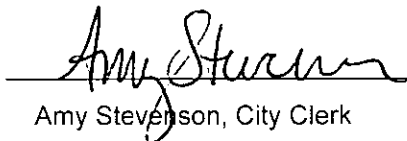
The City as the Project Administrator shall administer this Agreement. No new or separate legal or administrative entity is created by the Agreement.

13. SIGNATURES

Signed this 4th day of August, 2015.

CITY OF CEDAR RAPIDS

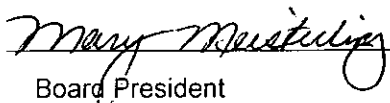

Jeff Pomeranz, City Manager Date 8/4/15

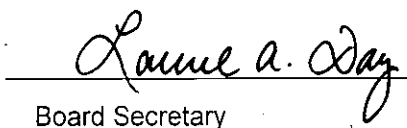

Amy Stevenson, City Clerk Date 8-12-15

LINN COUNTY


Chairperson Date 8.5.15

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT


Board President Date 8-10-15


Board Secretary Date 8-10-15

**EXHIBIT 5
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK**

JURISDICTION	SITENAME	ADDRESS	CITY
City - IT	Public Works	1201 6th St SW	Cedar Rapids
City - IT	Police	SOS 1st St SW	Cedar Rapids
City - IT	Water	1111 Shaver Rd NE	Cedar Rapids
City - IT	WPC	7525 Bertram Rd SE	Cedar Rapids
City - IT	Transit Annex	423 5th St NW	Cedar Rapids
City - IT	EIDC(Eastern Iowa Data Center)	Marion, IA -	Marion
City - IT	Fire Station #1/Central	222 3rd St NW	Cedar Rapids
City - IT	City Hall	50 2nd Ave Bridge	Cedar Rapids
City - IT	Bus	427 8th St NW	Cedar Rapids
City - IT	Ambroz	2000 Mt Vernon Rd SE	Cedar Rapids
City - IT	Fire Station #2	442 50th Ave Ct SW	Cedar Rapids
City - IT	Fire Station #3	1424 B Ave NE	Cedar Rapids
City - IT	Fire Station #4	3600 42nd St NE	Cedar Rapids
City - IT	Parks Operations Building	3601 42nd St NE	Cedar Rapids
City - IT	Fire Station #6	2416 Mt Vernon Rd SE	Cedar Rapids
City - IT	Fire Station #5	509 Wilson Ave SW	Cedar Rapids
City - IT	Fire Station #7	206 29th St NE	Cedar Rapids
City - IT	Fire Station #8	100 Wiley Blvd SW	Cedar Rapids
City - IT	Fire Station #9	415 Broderick Dr NE	Cedar Rapids
City - IT	Golf-Twin Pines Clubhouse	3800 42nd St NE	Cedar Rapids
City - IT	Pool-Cherry Hill Park	341 Stoney Pt Rd NW	Cedar Rapids
City - IT	Recreation-Maint Building	1150 Ellis Ln NW	Cedar Rapids
City - IT	Pool-Ellis	2000 Ellis Blvd NW	Cedar Rapids
City - IT	Park-Noelridge Greenhouse	4200 Council St NE	Cedar Rapids
City - IT	Pool-Noelridge		Cedar Rapids
City - IT	Pool-Bever Park	2700 Bever Ave SE	Cedar Rapids
City - IT	Pool-Bender	940 14th Ave SE	Cedar Rapids
City - IT	Pool-Jones Park	201 Wilson Ave SW	Cedar Rapids
City - IT	Golf-Ellis Clubhouse	1401 Zika Ave NW	Cedar Rapids
City - IT	Golf-Jones Clubhouse	2901 Fruitland Blvd. SW	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - IT	Golf-Gardner Clubhouse		Marion
City - IT	Parks Maintenance	916 Ellis Ln NW	Cedar Rapids
City - IT	Transit-GTC	145 Transit Way SE	Cedar Rapids
City - IT	Parkade-4th Ave	349 4th Ave SE	Cedar Rapids
City - IT	Parkade-1st St	2011st St SE	Cedar Rapids
City - IT	Parkade-5 Seasons	400 1st Ave NE	Cedar Rapids
City - IT	Ushers Ferry Historic Village	5925 Seminole Valley Trail NE	Cedar Rapids
City - IT	Ellis Boat Harbor	Ellis Blvd.	Cedar Rapids
City - IT	PD Substation	1500 1st Ave SE	Cedar Rapids
City - IT	City Hall North	3851 River Ridge DR NW	Cedar Rapids
City - TED	33RD AVE	EDGEWOOD RD	Cedar Rapids
City - TED	37TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	29TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	WILSON AVE	Cedar Rapids
City - TED	EDGEWOOD RD	WESTDALE DR	Cedar Rapids
City - TED	EDGEWOOD RD	WILLIAMS BLVD	Cedar Rapids
City - TED	WILLIAMS BLVD	WILSON AVE	Cedar Rapids
City - TED	WILLIAMS BLVD	WESTDALE DR	Cedar Rapids
City - TED	WILLIAMS BLVD	WILEY BLVD	Cedar Rapids
City - TED	WILEY BLVD	WILSON AVE	Cedar Rapids
City - TED	16TH AVE	WILEY BLVD	Cedar Rapids
City - TED	16TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	16TH AVE	STONE POINT RD	Cedar Rapids
City - TED	1ST AVE W	WILEY BLVD	Cedar Rapids
City - TED	JOHNSON AVE	WILEY BLVD	Cedar Rapids
City - TED	1ST AVE W	EDGEWOOD RD	Cedar Rapids
City - TED	12TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	16TH AVE	WEST POST RD	Cedar Rapids
City - TED	WILLIAMS BLVD	TRENT ST	Cedar Rapids
City - TED	EDGEWOOD RD	JOHNSON AVE	Cedar Rapids
City - TED	EDGEWOOD RD	E AVE	Cedar Rapids
City - TED	EDGEWOOD RD	FAVE	Cedar Rapids
City - TED	EDGEWOOD RD	O AVE	Cedar Rapids
City - TED	16TH AVE	WILLIAMS BLVD	Cedar Rapids
City - TED	16TH AVE	KMART ENTRANCE	Cedar Rapids
City - TED	1ST AVE W	18TH ST	Cedar Rapids
City - TED	16TH AVE	18TH ST	Cedar Rapids
City - TED	1ST AVE W	16TH ST	Cedar Rapids
City - TED	1ST AVE W	13TH ST	Cedar Rapids
City - TED	1ST AVE W	10TH ST	Cedar Rapids
City - TED	1ST AVE W	6TH ST	Cedar Rapids
City - TED	1ST AVE W	5TH ST	Cedar Rapids
City - TED	1ST AVE W	L ST	Cedar Rapids
City - TED	2ND AVE	6TH ST	Cedar Rapids
City - TED	3RD AVE	6TH ST	Cedar Rapids
City - TED	5TH AVE	6TH ST	Cedar Rapids
City - TED	8TH AVE	6TH ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	16TH AVE	6TH ST	Cedar Rapids
City - TED	16TH AVE	6TH ST	Cedar Rapids
City - TED	6TH ST	WILSON AVE	Cedar Rapids
City - TED	33RD AVE	6TH ST	Cedar Rapids
City - TED	33RD AVE	1-380 (WEST)	Cedar Rapids
City - TED	33RD AVE	1-380 (EAST)	Cedar Rapids
City - TED	WILSON AVE	JST	Cedar Rapids
City - TED	3RD ST	WILSON AVE	Cedar Rapids
City - TED	LST	WILSON AVE	Cedar Rapids
City - TED	6TH ST	SOTHA VE CT	Cedar Rapids
City - TED	6TH ST	WACONIA AVE	Cedar Rapids
City - TED	6TH ST	60TH AVE	Cedar Rapids
City - TED	6TH ST	WRIGHT BROTHERS BLVD	Cedar Rapids
City - TED	KIRKWOOD BLVD	66TH AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	KIRKWOOD CT	Cedar Rapids
City - TED	KIRKWOOD BLVD	MILLER AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	HWY 30 EB RAMPS	Cedar Rapids
City - TED	BOWLING ST	HWY 30	Cedar Rapids
City - TED	C ST	HWY 30 WB RAMPS	Cedar Rapids
City - TED	CST	HWY 30 EB RAMPS	Cedar Rapids
City - TED	C ST	ELY RD	Cedar Rapids
City - TED	CST	MCLEOD ENT	Cedar Rapids
City - TED	JST	27TH AVE	Cedar Rapids
City - TED	27TH AVE	BOWLING ST	Cedar Rapids
City - TED	C ST	12TH, 15TH, 16TH AVE	Cedar Rapids
City - TED	12TH AVE	2ND ST	Cedar Rapids
City - TED	12TH AVE	3RD ST	Cedar Rapids
City - TED	12TH AVE	10TH ST	Cedar Rapids
City - TED	12TH AVE	7TH ST	Cedar Rapids
City - TED	LST	DIAGONAL DR	Cedar Rapids
City - TED	3RD ST	DIAGONAL DR	Cedar Rapids
City - TED	1ST ST	DIAGONAL DR	Cedar Rapids
City - TED	8TH AVE	1ST ST	Cedar Rapids
City - TED	8TH AVE	1ST ST	Cedar Rapids
City - TED	8TH AVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	1ST ST	Cedar Rapids
City - TED	2ND AVE	1ST ST	Cedar Rapids
City - TED	STAVE W	ST ST	Cedar Rapids
City - TED	STAVE W	3RD ST	Cedar Rapids
City - TED	2ND AVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	3RD ST	Cedar Rapids
City - TED	STAVE E	ST ST	Cedar Rapids
City - TED	2ND AVE	ST ST	Cedar Rapids
City - TED	3RD AVE	ST ST	Cedar Rapids
City - TED	STHAVE	ST ST	Cedar Rapids
City - TED	STAVEE	2ND ST	Cedar Rapids
City - TED	2ND AVE	2ND ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	3RD AVE	2ND ST	Cedar Rapids
City - TED	STAVE E	3RD ST	Cedar Rapids
City - TED	2NDAVE	3RD ST	Cedar Rapids
City - TED	3RD AVE	3RD ST	Cedar Rapids
City - TED	4TH AVE	3RD ST	Cedar Rapids
City - TED	STHAVE	3RD ST	Cedar Rapids
City - TED	4TH AVE	STH ST	Cedar Rapids
City - TED	3RD AVE	STH ST	Cedar Rapids
City - TED	2NDAVE	STH ST	Cedar Rapids
City - TED	STAVE E	STH ST	Cedar Rapids
City - TED	8TH AVE	6TH ST	Cedar Rapids
City - TED	8TH AVE	7TH ST	Cedar Rapids
City - TED	8TH AVE	8TH ST	Cedar Rapids
City - TED	8TH AVE	OTH ST	Cedar Rapids
City - TED	AAVE	7TH ST	Cedar Rapids
City - TED	STAVE E	7TH ST	Cedar Rapids
City - TED	STAVE E	8TH ST	Cedar Rapids
City - TED	AAVE	8TH ST	Cedar Rapids
City - TED	AAVE	OTH ST	Cedar Rapids
City - TED	STAVE E	10TH ST	Cedar Rapids
City - TED	2NDAVE	OTH ST	Cedar Rapids
City - TED	3RD AVE	10TH ST	Cedar Rapids
City - TED	4TH AVE	OTH ST	Cedar Rapids
City - TED	STHAVE	OTH ST	Cedar Rapids
City - TED	2NDAVE	8TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	STH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	19TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	19TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	25TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	26TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	MEMORIAL DR	Cedar Rapids
City - TED	MOUNT VERNON RD	ALL SAINTS SCHOOL	Cedar Rapids
City - TED	MOUNT VERNON RD	34TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	38TH ST	Cedar Rapids
City - TED	MOUNT VERNON RD	42ND ST	Cedar Rapids
City - TED	STAVE E	12TH ST	Cedar Rapids
City - TED	STAVE E	13TH ST	Cedar Rapids
City - TED	STAVE E	STH ST	Cedar Rapids
City - TED	STAVE E	16TH ST	Cedar Rapids
City - TED	STAVE E	19TH ST	Cedar Rapids
City - TED	3RD AVE	19TH ST	Cedar Rapids
City - TED	2NDAVE	STH ST	Cedar Rapids
City - TED	2NDAVE	13TH ST	Cedar Rapids
City - TED	STAVE E	COTTAGE GROVE AVE	Cedar Rapids
City - TED	STAVE E	24TH ST	Cedar Rapids
City - TED	STAVE E	27TH ST	Cedar Rapids
City - TED	STAVE E	29TH ST	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	STAVE E	32ND ST	Cedar Rapids
City - TED	3324 ST AVE E	FIRE STATION NO. 7	Cedar Rapids
City - TED	STAVE E	35TH ST	Cedar Rapids
City - TED	STAVE E	38TH ST	Cedar Rapids
City - TED	STAVE E	40TH ST	Cedar Rapids
City - TED	STAVE E	LINDALE PLAZA	Cedar Rapids
City - TED	STAVEE	COLLINS RD	Cedar Rapids
City - TED	COLLINS RD	TWIXT TOWN RD	Cedar Rapids
City - TED	COLLINS RD	LINDALE DR	Cedar Rapids
City - TED	COLLINS RD	NORTHLAND AVE	Cedar Rapids
City - TED	COLLINS RD	CAVE	Cedar Rapids
City - TED	CAVE	BLAIRS FERRY RD	Cedar Rapids
City - TED	CAVE	ASHTON PL AND BRENTWOOD DR	Cedar Rapids
City - TED	CAVE	BOYSON RD	Cedar Rapids
City - TED	BOYSON RD	BOWMAN SCHOOL	Cedar Rapids
City - TED	BLAIRS FERRY RD	ROCKWELL DR	Cedar Rapids
City - TED	FAVE	COLLINS RD	Cedar Rapids
City - TED	COLLINS RD	ROCKWELL DR	Cedar Rapids
City - TED	FAVE	OLD MARION RD	Cedar Rapids
City - TED	COLLINS RD	COUNCIL ST	Cedar Rapids
City - TED	COUNCIL ST	SIST ST	Cedar Rapids
City - TED	BLAIRSFERRY RD	COUNCIL ST	Cedar Rapids
City - TED	SIST ST	CENTER POINT RD	Cedar Rapids
City - TED	COLLINS RD	CENTER POINT RD (NORTH)	Cedar Rapids
City - TED	COLLINS RD	CENTER POINT RD (SOUTH)	Cedar Rapids
City - TED	EDGEWOOD RD	ELLIS BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	GLASS RD	Cedar Rapids
City - TED	42ND ST	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	NORTH RIVER BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	COLLINS RD	Cedar Rapids
City - TED	HWY 100	1-380 (NW)	Cedar Rapids
City - TED	HWY 100	1-380 (SW)	Cedar Rapids
City - TED	HWY 100	1-380 (NE)	Cedar Rapids
City - TED	HWY 100	1-380 (SE)	Cedar Rapids
City - TED	42ND ST	WENIG RD	Cedar Rapids
City - TED	42ND ST	MARILYN DR	Cedar Rapids
City - TED	42ND ST	1-380 (WEST)	Cedar Rapids
City - TED	42ND ST	1-380 (EAST)	Cedar Rapids
City - TED	42ND ST	CENTER POINT RD	Cedar Rapids
City - TED	42ND ST	COUNCIL ST	Cedar Rapids
City - TED	32ND ST	CENTER POINT RD	Cedar Rapids
City - TED	32ND ST	OAKLAND RD	Cedar Rapids
City - TED	HOLLYWOOD BLVD	OAKLAND RD	Cedar Rapids
City - TED	32ND ST	1-380 (WEST)	Cedar Rapids
City - TED	32ND ST	1-380 (EAST)	Cedar Rapids
City - TED	29TH ST	1-380 (WEST)	Cedar Rapids
City - TED	29TH ST	1-380 (EAST)	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
City - TED	29TH ST	CENTER POINT RD	Cedar Rapids
City - TED	29TH ST	OAKLAND RD	Cedar Rapids
City - TED	OAKLAND RD	K AVE	Cedar Rapids
City - TED	CENTER POINT RD	J AVE	Cedar Rapids
City - TED	H AVE	1-380 (WEST)	Cedar Rapids
City - TED	H AVE	1-380 (EAST)	Cedar Rapids
City - TED	H AVE	CENTER POINT RD	Cedar Rapids
City - TED	OAKLAND RD	H AVE	Cedar Rapids
City - TED	G AVE	CENTER POINT RD	Cedar Rapids
City - TED	L AVE	ELLIS BLVD	Cedar Rapids
City - TED	F AVE	ELLIS BLVD	Cedar Rapids
City - TED	29TH ST	WILSON AVE	Cedar Rapids
City - TED	22ND ST	JOHNSON AVE	Cedar Rapids
City - TED	JOHNSON AVE	SHORT ST	Cedar Rapids
City - TED	I STAVE W	JOHNSON AVE	Cedar Rapids
City - TED	F AVE	WILEY BLVD	Cedar Rapids
City - TED	6TH ST	76TH AVE	Cedar Rapids
City - TED	EDGEWOOD RD	ST JUDES SCHOOL	Cedar Rapids
City - TED	MOUNT VERNON RD	EAST POST RD	Cedar Rapids
City - TED	20TH AVE	EDGEWOOD RD	Cedar Rapids
City - TED	EDGEWOOD RD	WB HWY 30	Cedar Rapids
City - TED	3RD AVE	7TH ST	Cedar Rapids
City - TED	3RD AVE	8TH ST	Cedar Rapids
City - TED	6TH ST	66TH AVE	Cedar Rapids
City - TED	KIRKWOOD BLVD	76TH AVE	Cedar Rapids
City - TED	BOYSON RD	COUNCIL ST	Cedar Rapids
City - TED	I STAVE E	4TH ST	Cedar Rapids
City - TED	3RD AVE	PARK CT	Cedar Rapids
City - TED	19TH ST	BEVER AVE	Cedar Rapids
City - TED	E AND F AVE	I ST ST	Cedar Rapids
City - TED	S AVE	2ND ST	Cedar Rapids
City - TED	I ST	2ND AVE	Cedar Rapids
City - TED	I ST	3RD AVE	Cedar Rapids
City - TED	8TH AVE	2ND ST	Cedar Rapids
City - TED	19TH ST	WASHINGTON AVE	Cedar Rapids
City - TED	CAVE	Rockwell-Collins	Cedar Rapids
City - TED	CAVE	BERKSHIRE DR	Cedar Rapids
City - TED	EDGEWOOD RD	HYVEE ENTRANCE	Cedar Rapids
City - TED	EDGEWOOD RD	BEVERLY RD	Cedar Rapids
City - TED	COLLINS RD	NORTHLAND SQUARE	Cedar Rapids
City - TED	WILLIAMS BLVD	MENARDS ENTRANCE	Cedar Rapids
City - TED	E AND F AVENUES	1-380 AND ST ST	Cedar Rapids
City - TED	C Ave	Berkshire Dr	Cedar Rapids
City - TED	8TH AVE	WILLIAMS BLVD	Cedar Rapids
City - TED	16TH AVE	JACOLYN DR	Cedar Rapids
City - TED	20TH AVE	WILEY BLVD	Cedar Rapids
City - TED	EDGEWOOD RD	EDGEWOOD PKWY	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY	
City - TED	WILEY BLVD	WESTDALE ENT	Cedar Rapids	
City - TED	HWY 100	EDGEWOOD RD	Cedar Rapids	
City - TED	BLAIRS FERRY RD	USHERS FERRY RD	Cedar Rapids	
City - TED	BLAIRS FERRY RD	MILBURN RD	Cedar Rapids	
City - TED	WRIGHT BROTHERS BLVD	1-380	Cedar Rapids	
City - TED	WRIGHT BROTHERS BLVD	1-380	Cedar Rapids	
City - TED	BLAIRS FERRY RD	CENTER POINT RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	NORTH TOWNE PLACE	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	1-380 (EAST)	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	1-380 (WEST)	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	10TH AVE	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	13TH AVE	CR/Hiawatha	
City - TED	WILLIAMS BLVD	STONE POINT RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	EDGEWOOD RD	CR/Hiawatha	
City - TED	BLAIRS FERRY RD	NORTHLAND AVE	CR/Hiawatha	
City - TED	CAVE	EAST ROBINS RD	CR/Hiawatha	
City-Water	Water Purification Plant-Ellis	7807 Ellis Rd NW	Cedar Rapids	
City-Water	Water Purification Plant	761 J Ave NE	Cedar Rapids	
City-Water	Water Horizontal Well #3	Edgewood Rd NW @ Cedar River	Cedar Rapids	
City-Water	Water Mt Vernon Tank/Booster	Mt Vernon Rd SE	Cedar Rapids	
City-Water	Water Chandler Tank/Booster	2100 Block Chandler St SW	Cedar Rapids	
City-Water	Water C St Tank	4600 C St SW	Cedar Rapids	
City-Water	Water-Bowling St Booster	3602 Bowling St SW	Cedar Rapids	
City-Water	Water Distribution Building	707 J Ave NE	Cedar Rapids	
City-Water	Water 60th Ave Tank/Booster	SE Corn 11th St & 60th Av SW	Cedar Rapids	
City-Water	Water Bever Tank/Booster	End of Linden Dr SE	Cedar Rapids	
City-Water	Water-Hydro Gate House	129 1st St NW (roughly)	Cedar Rapids	
City-Water	Water Glass Rd Tank	Wenig Rd & Lochwood Dr NE	Cedar Rapids	
City-Water	Water Blairs Ferry Tank	Blairs Ferry Rd & Rockwell Dr NE	Cedar Rapids	
City-Water	Water E Ave Tank	4400 E Av NW	Cedar Rapids	
City-Water	Water Boyson Tank	Broderick Dr NE	Cedar Rapids	
City-Water	Water Kirkwood Blvd Tank	6900 Kirkwood Blvd SW	Cedar Rapids	
City-Water	Water Wilson Ave Tank	5150 Wilson Av SW	Cedar Rapids	
City-Water	Water Kirkwood Booster	48 Oklahoma Av SW	Cedar Rapids	
City-Water	Water 30th St Dr Booster	531 30th Str Dr SE	Cedar Rapids	
City-Water	Water-F Ave Booster	19th St. NW at F Ave	Cedar Rapids	
City-Water	Water-Hydro Power House (tentative)	100 1st St NE	Cedar Rapids	
City-WPC	WPC-Kirkwood Lift Station	120 76th Ave. SW	Cedar Rapids	
City-WPC	WPC-Mays Island Lift Station	3rd Ave Bridge (E of LC Jail)	Cedar Rapids	
City-WPC	WPC-Hoosier Lift Station	76th Ave. (Prairie Grounds)	Cedar Rapids	
City-WPC	WPC-South Hoosier Lift Station	116 Walford Rd SW	Cedar Rapids	
City-WPC	WPC-Morgan Creek Lift Station	2930 Ellis Rd. NW	Cedar Rapids	
City-WPC	WPC-Indian Creek Lift Station	7525 Bertram Rd SE	Cedar Rapids	
County	Admin Office Building/AOB	930 1st St SW	Cedar Rapids	
County	Sheriff's Office	310 2nd Ave SW	Cedar Rapids	
County	Health Department	50113th St NW	Cedar Rapids	

JURISDICTION	SITENAME	ADDRESS	CITY
County	Courthouse/Correction Center	51& 53 3rd Ave Bridge	Cedar Rapids
County	Emergency Management Agency	6301 Kirkwood Blvd. SW	Cedar Rapids
County	Conservation	1890 County Home Rd	Marion
County	Juvenile Detention Center	800 Walford Rd SW	Cedar Rapids
County	Options of Linn County	12th St SW & 26th Ave SW	Cedar Rapids
County	Engineering/Conservation	1888 County Home Rd	Marion
County	Elections	823 3rd St SW	Cedar Rapids
County	LIFTS	625 31st Ave SW	Cedar Rapids
County	Human Services (Iowa Bldg)	2214th Ave SE	Cedar Rapids
County	Cons-Squaw Creek Shop	4305 Squaw Ln	Marion
County	Morgan Creek Shop	1206 Stoney Point Rd NW	Cedar Rapids
County	Cons-Morgan Creek Shop	7515 Worcester Rd	Cedar Rapids
County	Tower Site	2417 County Home Rd	Cedar Rapids
CRCSD	Taylor ES	720 7th Ave SW	Cedar Rapids
CRCSD	Grant Wood AEA	44016th St SW	Cedar Rapids
CRCSD	Kingston Stadium	907 15th St SW	Cedar Rapids
CRCSD	Jefferson HS	1243 20th St SW	Cedar Rapids
CRCSD	Kennedy HS	4545 Wenig Rd NE	Cedar Rapids
CRCSD	Washington HS	2205 Forest Dr SE	Cedar Rapids
CRCSD	Metro HS	1212 7th St SE	Cedar Rapids
CRCSD	Roosevelt MS	300 13th St NW	Cedar Rapids
CRCSD	Harding MS	4801 Golf St NE	Cedar Rapids
CRCSD	Franklin MS	300 20th St NE	Cedar Rapids
CRCSD	McKinley MS	620 10th St SE	Cedar Rapids
CRCSD	Wilson MS	2301J St SW	Cedar Rapids
CRCSD	Taft MS	5200 E Ave NW	Cedar Rapids
CRCSD	Pierce ES	4343 Marilyn Dr NE	Cedar Rapids
CRCSD	Wright ES	1524 Hollywood Blvd NE	Cedar Rapids
CRCSD	Kenwood ES	3700 E Ave NE	Cedar Rapids
CRCSD	Arthur ES	2630 B Ave NE	Cedar Rapids
CRCSD	Johnson ES	355 18th St SE	Cedar Rapids
CRCSD	Polk ES	1500 B Ave NE	Cedar Rapids
CRCSD	Grant Wood ES	645 26th St SE	Cedar Rapids
CRCSD	Erskine ES	600 36th St SE	Cedar Rapids
CRCSD	Grant ES	254 Outlook Dr SW	Cedar Rapids
CRCSD	Cleveland ES	2200 1st Ave NW	Cedar Rapids
CRCSD	Hoover ES	4141 Johnson Ave NW	Cedar Rapids
CRCSD	Truman ES	441 West Post Rd NW	Cedar Rapids
CRCSD	Coolidge ES	6225 1st Ave SW	Cedar Rapids
CRCSD	Jackson ES	1300 38th St NW	Cedar Rapids
CRCSD	Madison ES	1341 Woodside Dr NW	Cedar Rapids
CRCSD	Harrison ES	1310 11th St NW	Cedar Rapids

JURISDICTION	SITENAME	ADDRESS	CITY
CRCSD	Van Buren ES	2525 29th St SW	Cedar Rapids
CRCSD	Viola Gibson ES	6101 Gibson Dr NE	Cedar Rapids
CRCSD	Hiawatha ES	603 Emmons St	Hiawatha
CRCSD	Nixon ES	200 Nixon Dr	Hiawatha
CRCSD	Garfield ES	1201 Maplewood Dr NE	Cedar Rapids
CRCSD	AEC	1548 Collins Rd NE	Cedar Rapids
CRCSD	Kirkwood - Main Campus	6301 Kirkwood Blvd SW	Cedar Rapids
CRCSD	Transition Center	311 3rd Ave SE, Suite 250	Cedar Rapids
CRCSD	Educational Leadership and Svcs Ctr	2500 Edgewood Rd NW	Cedar Rapids

**EXHIBIT 6
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK**

Exhibit 6					
Non-maintenance Routes not Maintained by JCN					
Route	Owner	From	To	Routing	Notes
1	City-Water	Main Water Plant	Ellis Plant	Along river	
2	City-WPC	Pollution Control Plant	C Street	Along river	
3	CRCSD	Wilson MS	Grant ES	Along J Street	z

WPC = Water Pollution Control
ES = Elementary School
MS = Middle School

Note z: Route 3 existing fiber will be overbuilt to become part of the planned JCN.

**EXHIBIT 7
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK**

Exhibit 7				
Approximate Funding for JCN by Year by Party				
	Dollars in millions			
	City	County	CRCSD	Totals
3Q and 4Q FY09	\$0.2	\$0.1	\$0.1	\$0.4
1Q and 2Q FY10	\$2.2	\$1.5	\$1.4	\$5.1
3Q and 4Q FY10	\$0.9	\$0.7	\$0.6	\$2.2
1Q and 2Q FY11	\$0.9	\$0.6	\$0.5	\$2.0
3Q and 4Q FY11	\$0.2	\$0.1	\$0.1	\$0.4
TOTALS	\$4.4	\$3.0	\$2.7	\$10.1

EXHIBITS 8 and 9
FOR
SEPTEMBER 2009 REVISED
CHAPTER 28E AGREEMENT
BETWEEN THE CITY OF CEDAR RAPIDS, IOWA,
LINN COUNTY, IOWA,
AND
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
FOR
JOINT FIBER OPTICS COMMUNICATION NETWORK

Exhibit 8			10% Mileage levels that will trigger a recalculated Exhibit 8	
Construction/Maintenance Share				
	Miles	Percentage	Low	High
City	57.0	43.4%	51.3	62.7
County	39.0	29.7%	35.1	42.9
CRCSD	35.3	26.9%	31.8	38.8
Total	131.3	100%		

Exhibit 9		
	Fiber Share	
	Assigned Tubes	Combined
JCN Spares	4.0	NA
City	7.5	62.5%
County	2.5	20.8%
CRCSD	2.0	16.7%
Total	16	100%

Note: Exhibits 1-4 were intentionally not used.