BOARD OF SUPERVISORS
District 1 | **Stacey Walker**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000 | FAX: 319-892-5009
LinnCounty.org

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Monday, August 23, 2021
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Minutes
Discuss and decide on meeting minutes.

Discuss proposed Naloxone Policy for Mental Health Access Center

Discuss proposed Service Dog Policy for Mental Health Access Center

Discuss a Vacancy Form requesting two (2) temporary Medical Assistants for the Public Health Department

Discuss Preconstruction Agreement 2022-C-010, between IDOT and Linn County, for Portland Cement Concrete (PCC) paving on Tower Terrace Road from west of Miller Road northeast to east of Center Point Road.

Discuss allocation of remaining Economic & Community Development Grant funds.

Approve Liquor License, retroactive to August 18, 2021, for Edith Lucielle's Bait Shack, 6913 Mt. Vernon Rd. SE, Cedar Rapids, IA, noting all conditions have been met.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

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

Claims
Discuss and decide on claims.

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

MENTAL HEALTH ACCESS CENTER

Title: Mental Health Access Center – Naloxone		**Policy Number:** MHAC-??	
Responsible Department: Linn County Community Services			
Revision No:	**Revision Date:**	**Policy Effective Date:**	**Expiration Date:** N/A
Initial Approval Date:		**Distribution:** MHAC Handbook	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to establish guidelines for Mental Health Access Center staff to procure, store, and administer Naloxone for the treatment of opiate/opioid overdoses.

II. SCOPE

This policy applies to all trained Mental Health Access Center staff providing services to patients, or assisting with any operations of the Mental Health Access Center, in the Mental Health Access Center.

III. EXCEPTIONS

The scope of this policy does not extend to law enforcement officers, firefighters, and emergency medical service employees or volunteers who transport people to and from the Mental Health Access Center.

IV. DEFINITIONS

Mental Health Access Center Staff (staff): Employees of Linn County who provide services to patients in the Mental Health Access Center, and employees of organizations contracted with Linn County who provide services to patients in the Mental Health Access Center.

Naloxone: a synthetic drug, similar to morphine, which blocks opiate receptors in the nervous system and reverses an opioid overdose.

Naloxone Use Trainer: Individual approved by Department of Pharmacy to train on the use of Naloxone.

Opiate: Drug derived from or contains Opium

Opioid: a compound resembling opium in addictive properties or physiological effects.

Overdose: An overdose is when you take more than the normal or recommended amount of something, often a drug. An overdose may result in serious, harmful symptoms or death.

V. PROVISIONS

A. General Policy

1. The Mental Health Access Center will provide Naloxone to anyone experiencing an opiate/opioid overdose. Only staff who have been trained by an approved Naloxone Use Trainer may administer Naloxone.

2. The Mental Health Access Center will keep Naloxone, and instructions for its use, available with general first aid supplies in an unlocked area.

3. Staff should ensure that individual boxes of Naloxone remain unopened until it is used in accordance with this policy.

B. Naloxone Coordinator Appointment and Responsibilities

1. The Access Center Director is designated as the Mental Health Access Center Naloxone Coordinator, and is responsible for:

    a. Ensuring that Naloxone is not stored or administered at the Mental Health Access Center beyond its expiration date.

    b. Ensuring proper security and storage of Naloxone.

    c. Ensuring the replacement of Naloxone that is damaged, unusable, expired, or deployed.

    d. Ensuring that all staff authorized to procure, store, and/or administer Naloxone at the Mental Health Access Center receive appropriate training.

    e. Ensuring that staff document any use of Naloxone at the Mental Health Access Center.

C. Training

1. All staff will be trained on Naloxone use by a Naloxone Use Trainer. New staff must review Naloxone use instructions and attend training as soon as is practicable.

2. All staff will be trained on signs and symptoms of an opioid overdose.

D. Indication for Naloxone Use

1. Naloxone is given when it is suspected or known that an individual has overdosed on opiates or opioids.

    a. Signs of Opioid Overdose:

- A history of current opioid use
- Unresponsive or unconscious individuals
- Not breathing or slow/shallow respirations
- Snoring or gurgling sounds (due to airway obstructions)
- Blue lips and/or nail beds
- Pinpoint pupils
- Clammy skin

E. Administration of Naloxone

1. Identify the overdose and give a couple rescue breaths- then immediately call 911.

2. First dose can be given in either nostril

    a. Person should be lying on their back, tilt head back prior to administering/spraying into nostril- if person is still not breathing give more rescue breaths

    b. Reference the picture instructions in Appendix A if you are unsure how to administer.

3. If patient is breathing after first dose lie them on their left side as they may become sick.

4. Patients will feel very ill, agitated or confused upon waking, and need to be treated in a trauma informed manner.

5. If first dose is given, and patient is not conscious after two minutes, dispense the second dose in the opposite nostril from where the original dose was given.

6. Need to stay with the patient until the ambulance arrives, even if they respond to naloxone and look fine. It is possible in certain situations, depending on EMS response times, that the person could stop breathing again, and may need more Naloxone.

F. Documentation and Notification

1. Once you have administered the Naloxone and the ambulance has arrived, Mental Health Access Center staff will follow the following notification process:

    a. If Naloxone was administered to any MHAC Staff:
        1. Staff who administered (or staff's supervisor) will notify employee's immediate supervisor
        2. Staff who administered (or staff's supervisor) will notify Mental Health Access Center Director
        3. Mental Health Access Center Director will notify Linn County Community Services Executive Director
        4. Linn County Community Services Executive Director will notify Linn County Risk Management.

    b. If Naloxone was administered to any patient:
        1. Staff who administered (or staff's supervisor) will notify Program Director/Supervisor.

2. Staff who administered, Staff's Supervisor or Program Director will notify Mental Health Access Center Director
3. Mental Health Access Center Director will notify Linn County Community Services Executive Director
4. Linn County Community Services Executive Director will notify Linn County Risk Management.

c. If Naloxone was administered to a visitor or any other individual on Mental Health Access Center Property:
    1. Staff who administered (or staff's supervisor) will notify Program Director/Supervisor
    2. Staff who administered, Staff's Supervisor or Program Director will notify Mental Health Access Center Director
    3. Mental Health Access Center Director will notify Linn County Community Services Executive Director
    4. Linn County Community Services Executive Director will notify Linn County Risk Management.

2. For all scenarios, an incident report form needs to be completed and submitted to Access Center Director within 24 hours. Submit an incident report form to Risk Management if necessary.

3. For patients, documentation needs to be in made patients file, including:

    a. The names of staff who administered the Naloxone.

    b. The date and time staff administered the Naloxone.

    c. The number of doses administered.

    d. A description of actions taken following naloxone administration, i.e. patient taken to a hospital, etc.

    e. The lot number and expiration date of the naloxone.

G. Storage and Monitoring

1. The Naloxone kits can be stored at room temperature.

2. All staff should be mindful of the presence of naloxone kits next to first aid kits and notify the Access Center Director immediately if a kit is not present in its designated location. Access Center Director will do monthly checks of the Naloxone kits Naloxone kits in all other office locations at the time of office fire/safety inspections. Checks will include:

    a. Assurance that medications are within expiration dates.

b. Assurance that both units of medication are in each box.

c. Assurance that the medication and instructions are in the designated location.

H. Reordering

1. Ordering of naloxone can be done by the Mental Health Access Center Director or the Substance Use Disorder Agency that provides services in the Mental Health Access Center.

VI. ENFORCEMENT

The Mental Health Access Center Director, as well as supervisors within the organizations contracted to provide services to Mental Health Access Center patients, have the responsibility to enforce this policy and enlist the cooperation of staff in accomplishing this objective.

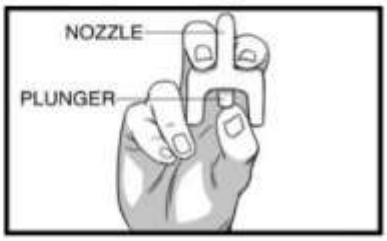
Appendix A

NASAL NARCAN ADMINISTRATION

Step 1. Lay the person on their back to receive a dose of NARCAN Nasal Spray.

Step 2. Remove NARCAN Nasal Spray from the box. Peel back the tab with the circle to open the NARCAN Nasal Spray.

Step 3. Hold the NARCAN Nasal Spray with your thumb on the bottom of the plunger and your first and middle fingers on either side of the nozzle.



Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into **one nostril** until your fingers on either side of the nozzle are against the bottom of the person's nose.

Step 5. Press the plunger firmly to give the dose of NARCAN Nasal Spray.

Step 6. Remove the NARCAN Nasal Spray from the nostril after giving the dose.

MENTAL HEALTH ACCESS CENTER

Title: Mental Health Access Center – Service dog		**Policy Number:** MHAC-??	
Responsible Department: Linn County Community Services			
Revision No:	**Revision Date:**	**Policy Effective Date:**	**Expiration Date:** N/A
Initial Approval Date:		**Distribution:** MHAC Handbook	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide guidelines on accommodating patients and visitors with a disability, as outlined under the Americans with Disability Act ("ADA"), who use service animals within the Linn County Mental Health Access Center. This policy should not be read to limit any of the rules governing service animals under the ADA.

II. SCOPE

This policy applies to all patients who have an ADA approved Service Dog.

III. EXCEPTIONS

IV. DEFINITIONS

1.**Individual With a Disability:** A person who has a physical or mental impairment that substantially limits one or more major life activities including, but not limited to, walking, talking, seeing, breathing or hearing; has a record of such an impairment; or is perceived by others as having such an impairment.

2. **Service Animal**: For purposes of this policy, an animal that is individually trained to do work or perform tasks for the benefit of an Individual with a Disability. Examples of work or tasks typically performed by Service Animals include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with post-traumatic stress disorder during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the needs of an Individual with a Disability. Animals whose sole function is to provide comfort or emotional support do not qualify as a Service Animal.

3. Handler: A person responsible for Service Animal, which may include an Individual with a Disability and/or another designee.

V. PROVISIONS

A. General Policy

In compliance with applicable law, The Mental Health Access Center generally allows service animals in its building when the animal is accompanied by an individual with a disability who indicates the service animal is trained to provide, and does provide, a specific service to them that is directly related to their disability.

The Mental Health Access Center may not permit service animals when the animal poses a substantial and direct threat to health or safety or when the presence of the animal constitutes a fundamental alteration to the nature of the program or service. The Mental Health Access Center will make those determinations on a case-by-case basis.

VI. PROCEDURES

1. At the point of service entry to the healthcare facility, staff are permitted to ask only two questions:
    a. "Is the dog a service animal required because of a disability?"
    b. "What work or task has the service animal been trained to perform?"
    c. Staff may not ask about the person's disability, require medical documentation of the disability, or require a special identification card or training documentation for the animal.
    d. Staff may not ask about Immunization Records; however, by law, Service Animals are not exempt from state (Iowa Code 351) and local laws that require rabies vaccination.

2. Service Animals
    a. The ADA states, "Service animals must be leashed unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls."

3. Access
    a. The ADA states, "Organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed, including: patient rooms, public areas, and cafeteria."

b. Restriction of service animals will be in certain clinical areas where persons to be present are required to observe special precautions (i.e., wearing masks, gowning, gloving, scrubbing) to reduce contamination. Clinical areas that are to prohibit access to service animals are as follows:

1) Any area within the facility when the animal poses a direct threat to the health or safety of other persons or fundamentally alters the nature of the service provided
2) Other areas determined on a case-by-case basis by administrative leaders

c. Allergies or fear of dogs are NOT valid reasons to restrict access to service animals. Staff or clients in the healthcare facility with allergies or fear of the animal should avoid or limit contact with the service animal.

d. A person with a disability may not be asked to remove his service animal from the premises unless:

1) The animal poses a direct threat to the health or safety of other persons and the handler does not take effective action to control it.
2) The animal is not housebroken.
3) Aggressive barking, which is relatively common in non-service animals or dogs with minimal domestic training, is generally forbidden. When a service dog barks, it is with a purpose and not as a sign of aggression.

Note: When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain services without the animal present.

4. Care of the Service Animal

a. Staff are not permitted to provide care for the service animal such as feeding, exercising or bathroom duties. If the patient/handler is unable to perform these duties, a plan must be developed and documented, with a responsible person of the patient/handler's choosing to fulfill these duties.
b. Staff should direct the handler to take the animal to a grassy area to urinate and defecate with the understanding that the handler needs to pick up after the animal.
c. The facility or personnel will not provide boarding for the service animal but can assist the handler in making arrangements. If the handler does not have a specific preference, facility staff could recommend contacting a foster care service.

5. Communication/Behavior Toward a Service Animal

a. Service animals are working animals, not pets.
b. Staff should interact with service animals using the following principles:

1) Do not distract the service animal by talking to it or touching it. Please politely ignore the service animal.
2) Service animals should be viewed as a piece of medical equipment.
3) Keep your focus on the patient /handler. Refrain from asking questions about the animal.
4) See Appendix A for flyer to be utilized to educate staff on etiquette with service animals when one is present.

6. Cleaning/Sanitizing

a. No special housekeeping methods are necessary provided there has been no contamination by the animal with urine, feces, vomit or blood

b. If the animal has an elimination accident, gloves should be worn to remove the debris. Hand hygiene performed should be performed after glove removal. Any organic debris and paper towels should be placed in a plastic bag in a trash container, similar to the disposal of diapers. If contamination is present, clean and sanitize area.

c. Anyone coming into contact with the service animal must wash hands with soap and water or hand sanitizer after direct contact with the service animal, equipment, or other items with which the service animal has been in contact.

7. Documentation

a. Staff will document the following in the electronic health record:

1) The presence of a service animal

2) Plan established for patient/handler to care for animal, along with contact names of alternate assistance in the event the patient/handler are unable to fulfill the duties.

3) Any incidents involving the animal and staff, patients, visitors.

A. A service animal's record at the Mental Health Access Center and any other information known to staff will be used to determine whether the service animal poses a direct threat to the health or safety of other persons

b. Any incident or negative events involving a service animal are immediately reported to department leadership, and the incident will be recorded in electronic health record.

Appendix A

Frequently Asked Questions about Service Animals and the ADA

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☑ **NEW POSITION** ☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☐ **NEW JOB CLASSIFICATION** ☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Medical Assistant

DEPARTMENT: Public Health **SHIFT/HOURS:** 8 hours a day

VACANCY DATE: Sept. 20, 2021 **NUMBER OF POSITIONS:** 2

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

☐ GRANT FUNDING

☑ OTHER: Mandatory school immunization audits.

NEW POSITION FUNDING SOURCE(S):
Department Budget

POST TO INSIDE: ☑ YES ☐ NO **ADVERTISE:** ☑ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____ 8-4-21
DEPARTMENT HEAD (original signature required) DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 8-13-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 8-16-2021
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

July 2014

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	Linn
Project No.	IM-380-6(200)25--13-57 IM-380-6(283)25--13-57 IM-380-6(284)25--13-57 IM-380-6(285)25--13-57 IM-380-6(311)25--13-57 IM-380-6(385)25--13-57
Iowa DOT Agreement No.	2022-C-010
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Linn County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Interstate 380 within Linn County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) pave and new on Tower Terrace Road from west of Miller Road northeast to east of Center Point Road. See Exhibit A for location.

2. Project Costs

a. The LPA shall reimburse the DOT a lump sum of $200,000 for its share of the project costs. Reimbursement will be made by the LPA upon completion of construction and proper billing by the DOT.

b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

a. Interstate 380 through-traffic will be maintained during the construction.

4. Right of Way and Permits

a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 7.110.

6. General Provisions

a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-C-010 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF LINN COUNTY:

By:_____ Date_____, 20___.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
James R. Schnoebelen, P.E.
District Engineer
District 6

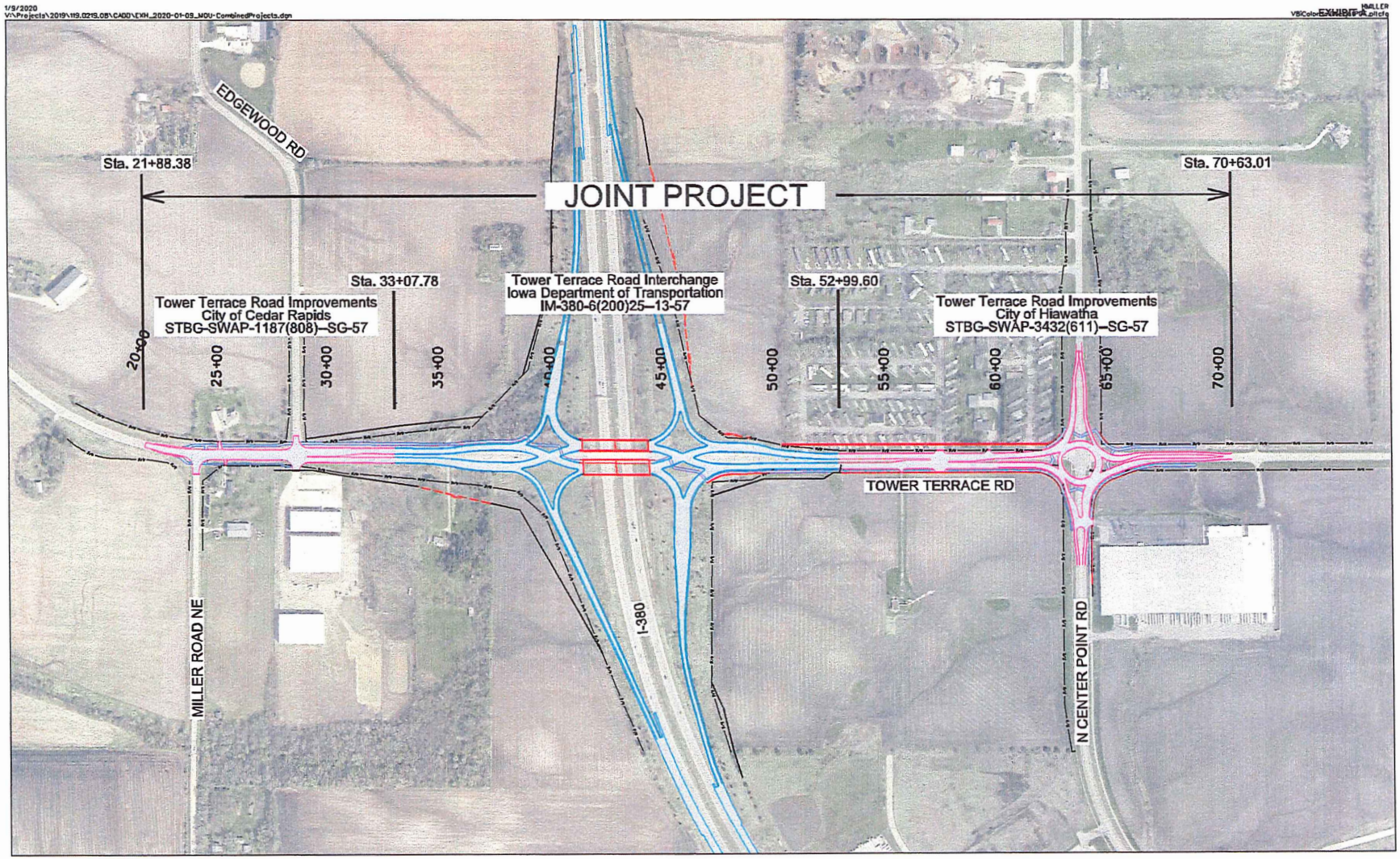


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EXHIBIT A

Tower Terrace Road Improvements

Cedar Rapids, Iowa and Hiawatha, Iowa

01/09/2020