

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Tuesday, May 2, 2023

10 a.m.

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

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

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Reports**Resolutions**

Resolution Approving a Property Use Request for Permission to Utilize the Linn County Courthouse for the Purpose of Conducting Mock Trials by the Linn Mar Community School District on Tuesday, May 23, 2023 from 6:00 p.m. to 8:00 p.m. All departments involved have been advised and all required documentation has been received.

Contract and Agreements

Approve and authorize Chair to sign an amendment to the Farm Management Agreement between Linn County and The Sustainable Iowa Land Trust.

Approve and authorize Chair to sign the Linn County Children's Mental Health Assistance Program FY23 Provider Agreement, for the period of April 1, 2022 through June 30, 2023 between Linn County and Associates for Behavioral Health

Approve and authorize Chair to sign a Linn County Children's Mental Health Assistance Program Fiscal Year 2023 Provider Agreement, for the period of April 1, 2022 to June 30, 2023 between Linn County and Philautia Therapy, PLLC.

Approve and authorize the Chair to sign the Third Amendment Life Skills Pre-Arrest Diversion Program Contract, an agreement between Linn County, the Iowa Department of Human Services and Juvenile Court Services to provide pre-arrest diversion services in Johnson County effective July 1, 2023 through June 30th, 2024 at the rate of \$50.09 per billable unit (one hour).

Approve Board of Supervisors Policy Number OP-020, Video Surveillance, Revision No. 2

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

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.

Legislative Update

Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Adjournment

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

RESOLUTION NO. 2023 – –

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE THE LINN COUNTY
COURTHOUSE FOR THE PURPOSE OF CONDUCTING MOCK TRIALS

WHEREAS, the Linn Mar Community School District, has requested permission to use courtrooms at the Linn County Courthouse, for the purpose of conducting a High School Mock Trial on Tuesday, May 23, 2023; and

WHEREAS, the Linn County Facilities Department, Linn County Sheriff's Office, Linn County Risk Management Department, and the State of Iowa Court Administrator have recommended approval of this request,

BE IT THEREFORE RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Mock Trial will follow the direction as given by the Linn County employees.
2. The personnel sponsoring the Mock Trial will be responsible for seeing that all courtroom furniture and items are returned to the same place they were before the Mock Trial started.
3. The personnel sponsoring the Mock Trial will oversee the proper conduct of the event.
4. The applicant will accept the appropriate Linn County issued fee(s) associated with the cleaning of the facility following the event.

PASSED AND APPROVED this _____ day of _____ 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

AYE:

NAY:

ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

Amendment No. 2
Farm Management Agreement Between
Linn County, Iowa
and
The Sustainable Iowa Land Trust (SILT)

Amendment made on the 3rd day of May 2023, between Linn County, Iowa and The Sustainable Iowa Land Trust.

Article IV Term is amended to read:

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of ~~October 31, 2023~~ **June 1, 2023**, or any event stated in Section V. This Agreement may be extended as agreed to in writing by the parties, not later than 30 days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

WITNESS our signatures as of the day and date first above stated.

Chair, Linn County Board of Supervisors

Executive Director, Sustainable Iowa Land Trust

RECEIVED

AUG 20 2020

**Farm Management Agreement Between
Linn County, Iowa**

and

The Sustainable Iowa Land Trust (SILT)

LINN COUNTY DEPARTMENT
OF PLANNING & DEVELOPMENT

Agreement made on the 5th day of August, 2020, between Linn County, Iowa, referred to herein as **Owner**, and The Sustainable Iowa Land Trust, referred to herein as **Manager**.

Whereas, **Owner** is the owner of farm properties (*Property* or *Properties*) located at 622 Dows Road, and generally identified as Parcel A in **Exhibit A** attached to this Agreement and incorporated herein by reference; and

Whereas, **Owner** is seeking an experienced farmer or entity to develop, manage, and conduct agricultural operations as part of the Dows Farm Agri-Community, including growing food for the Dows Farm residents and greater community while providing educational activities to the larger area. Partnerships that leverage different partner strengths to help achieve success are welcome.

Whereas, the vision for the Dows Farm operation is of a financially viable, environmentally and socially responsible operation that grows healthy foods for people, and where the Dows Farm Agri-Community residents and others can participate to varying degrees in the acts of planting, growing, harvesting, eating and even celebrating food grown on the farm.

Whereas, **Owner** desires to employ **Manager** to supervise, maintain, service, manage, operate and lease to others those *Properties* under the terms and conditions of this Agreement;

Now, therefore, for and in consideration of the premises and of the mutual covenants contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Farm Properties

A. The farm properties (hereinafter referred to as *Properties*), to come under the terms of this Agreement are shown and identified in **Exhibit A**. No parcel of real property will be subject to the terms of this Agreement unless shown in **Exhibit A**. **Exhibit A** may be amended at any time during the continuance of this Agreement with the mutual consent of **Owner** and **Manager**.

B. If **Exhibit A** lists more than one *Property*, **Owner** may at any time withdraw any *Property* listed on **Exhibit A** by giving to **Manager** at least 30 days' notice in writing. The withdrawal will not affect or impair any right which has accrued to any party (including third parties) prior to the date when the withdrawal becomes effective. However, termination of this entire Agreement, as provided in **Section V**, will be distinguished from the withdrawal of individual *Properties*.

II. Duties of Manager

During the term of this Agreement, **Manager** will perform and discharge the following duties and responsibilities:

A. Agreements with others. *Owner* grants authority to *Manager* to negotiate and execute agreements with others, portions of the *Property* for farming purposes pursuant to the following terms:

1. All such agreements will be in writing and approved by *Owner*;
2. All such agreements shall include a provision the *Property* will be developed and managed by others in general accordance with the Farm Management Guidelines as contained in **Exhibit B**;
3. Any modifications, additions or deletions of an approved agreement will be subject to the prior written approval of *Owner*;
4. Except as otherwise directed by *Owner* in a particular case, all agreements will be in *Manager's* name.
5. Any fees or rents collected by *Manager* from such agreements, less attorney fees or other direct costs related to the administration of such agreements, shall be placed into a separate escrow account.

B. *Manager* will care for, manage and monitor the operation of the *Properties*, including portions under agreement with others, with *Manager's* employees or contract labor, and report to *Owner* in a timely manner any problems in connection with the *Properties*.

C. *Manager* will prepare and submit to *Owner* on or before the last day of March of each year a proposed operating plan with respect to each *Property*. An update on farm activities with respect to each *Property* is to be furnished to *Owner* not less than quarterly.

D. *Manager* will maintain regular surveillance of the *Properties* as conditions warrant, to supervise the obligations of any sub-lessee for repair and maintenance of the *Properties*.

E. *Manager* will report to *Owner*, and recommend for approval, infrastructure improvements and recommend other work on the *Property* as *Owner* and *Manager* deem necessary for the preservation, maintenance and improvement of the *Property*.

F. *Manager* will report annually to *Owner* on all income, expenses and cash transactions for the previous calendar year. In the event of the termination of this Agreement, copies of all these records kept by *Manager* will be delivered to, and will become the property of, *Owner*.

III. Compensation

A. In consideration of *Manager's* services, *Owner* will pay to *Manager* a management fee based on successful facilitation of stakeholder interests, signed agreements with nonprofit and farmer stakeholders, constructive participation in developer selection, and ongoing communications. **Exhibit C** sets out incentivized compensation schedule for deliverables by *Manager*.

B. *Manager's* fee will cover all compensation and fees to which it is entitled for services in connection with the *Properties*, unless otherwise expressly agreed in writing. Special reasonable fees may be charged for additional services as approved by *Owner*.

IV. Term

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of **June 30, 2021**, or any event stated in **Section V**. This Agreement may be extended as agreed to in writing by the parties, not later than **30** days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

V. Termination

A. *Manager* may terminate its obligations on the failure of *Owner* to pay the fees and expenses in accordance with the terms of this Agreement. *Manager* will notify *Owner*, in writing, of the alleged failure to pay and if *Owner* does not cure the failure within **30** days after receipt of the notice, *Manager* may then terminate this Agreement.

B. *Owner* may terminate this Agreement if *Manager* fails to perform its duties and its obligations in accordance with the terms of this Agreement. *Owner* will notify *Manager* in writing of the alleged failure of performance and if *Manager* does not cure the failure within **30** days after receipt of the notice, *Owner* may then terminate this Agreement.

C. This Agreement, except for the respective indemnifications of the parties contained in **Section VIII-H**, will automatically terminate on the occurrence of any of the following:

1. The filing of a voluntary bankruptcy petition by or with the consent of either party or the filing of any involuntary bankruptcy petition against either party that is not dismissed within **60** days;
2. The dissolution or liquidation of either party;
3. With respect to any *Property*, on the sale of all or substantially all of that *Property*;
4. *Manager's* merger or consolidation with, or sale of substantially all its assets to a nonaffiliated third party, but only if *Owner* does not elect to continue this Agreement in effect by notifying *Manager* in writing;

D. On termination of this Agreement, *Owner* will pay to *Manager* all amounts due and owing for services rendered under this Agreement prior to the date of termination, and both parties will be discharged from any further obligation to each other except as expressly provided for. On termination of this Agreement for any reason or withdrawal of any *Property*, *Manager* will deliver to *Owner* the following with respect to each *Property* or with respect to the *Property* withdrawn, as the case may be:

1. A final accounting, reflecting the balance of income and expenses on each *Property* as of the date of termination or withdrawal to be delivered within **60** days after termination or withdrawal;
2. All records, contracts, agreements, leases, receipts for deposits, unpaid bills and

other papers or documents which pertain to each *Property* to be delivered immediately on termination or withdrawal.

VI. Insurance and Indemnification

A. The *Manager* shall carry minimum insurance limits and coverages as follows: (a) Worker's Compensation Insurance and Employer's Liability as required by State and Federal law; (b) Farmers Comprehensive General Liability and/or umbrella liability coverage with respect to the *Manager's* use and occupancy of the premises, products and completed operations with bodily injury and property damage liability limits of not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate. As evidence to the above, *Manager* shall submit to *Owner* certificates of insurance on an annual basis or within 30 days of the date of this lease agreement.

B. **Insurance by Owner.** Linn County is self-insured with regards to any and all general liability claims, crime, and all automobile liability claims, including comprehensive and collision. This self-insured status is not the result of specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgment creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgment (Iowa Code §§626.24, 670.10, and 627.18).

With regards to employee bonding, Linn County carries a Commercial Crime Policy issued by Travelers Insurance Company through the Accel Group., 3100 Oakland Road N.E., Cedar Rapids, Iowa 52406. The current policy is effective from December 31, 2019 until December 31, 2021. Commercial Property Insurance is issued by CHUBB and is also carried through the Accel Group. These policies are reviewed on an annual basis. Current limits serve as primary coverage. Secondary coverage would be secured through our self-insurance.

Linn County is self-insured with regards to worker's compensation and that status has been approved through the office of the Iowa Workers' Compensation Commissioner.

VII. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the *Manager's* services, the *Manager* may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The *Owner* and *Manager* may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event,

mediation may proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the *Property* is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be the following: *The Owner and Manager agree the dispute will be resolved in the Iowa District Court in and for Linn County.*

VIII. Miscellaneous

A. All notices required or permitted under this Agreement will be in writing and will be effective at the earlier of the time when actually received by the party receiving the notice, regardless of the method of delivery, or five business days after the time the notice is deposited in the United States mail, by first-class mail, registered or certified, in an envelope properly stamped and addressed to the parties at the following addresses:

Owner: Chair, Linn County Board of Supervisors, 935 2nd St. SW, Cedar Rapids, IA 52404

Manager: Executive Director, Sustainable Iowa Land Trust, 101 W. Main Street, West Branch, IA 52358.

In the event the last day for giving any notice falls on a Sunday or a legal holiday, the last day will be the next business day which is not a legal holiday.

B. *Owner* has advised of any known existing environment or hazardous waste issues regarding the farm.

C. This Agreement will be governed by the law of the State of Iowa.

D. This Agreement will be binding on the parties and their successors and permitted assigns. *Manager* may not assign this Agreement or any part of it to any party without the express written consent of *Owner*. In the event of any permitted assignment, *Manager* will remain primarily liable under it.

E. This Agreement contains the entire agreement of the parties and may not be changed orally, but only by a writing signed by both parties.

F. Should any claims, demands, actions or other legal proceedings be made or instituted by any person against *Owner* which arise out of any of the matters relating to this Agreement, *Manager* will give *Owner* all pertinent information and reasonable assistance in the defense or other disposition under this Agreement. Should any claims, demands, actions or other legal

proceedings be made or instituted by any person against *Manager* which arise out of any of the matters relating to this Agreement, *Owner* will give *Manager* all pertinent information and reasonable assistance in the defense or other disposition under this Agreement.

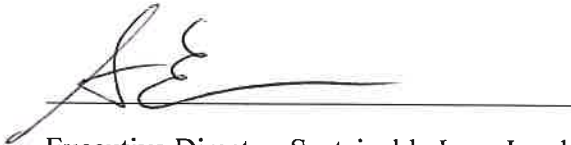
G. *Owner's* consents and approvals may be given only by representatives by *Owner* from time to time designated in writing by the Chair of the Board of Supervisors located at the address in or pursuant to **Section VIII.-A**. All consents and approvals will also be in writing.

H. *Manager* agrees to defend, indemnify and hold *Owner* harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that *Owner* may suffer as a result of any claim or action alleging or claiming that *Manager* is not properly licensed or qualified to supervise, manage, service, maintain, operate and lease the *Properties* or otherwise perform its duties and obligations under this Agreement. *Owner* agrees to defend, indemnify and hold *Manager* harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that *Manager* may suffer as a result of any claim or action alleging or claiming negligence or intentional acts on the part of *Owner's* performance of its duties and obligations under this Agreement.

WITNESS our signatures as of the day and date first above stated.



Chair, Linn County Board of Supervisors



Executive Director, Sustainable Iowa Land Trust

Exhibit A. Farm Properties

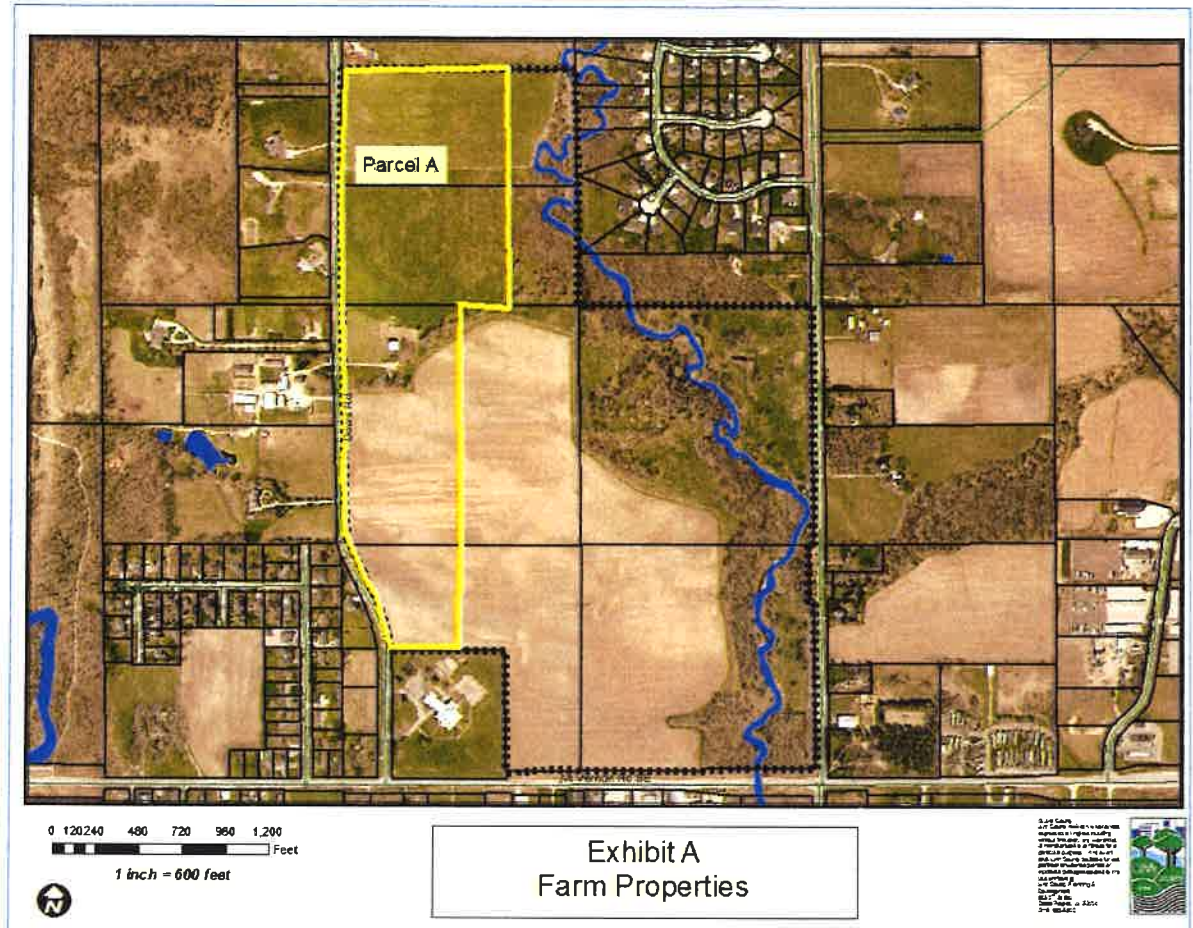


Exhibit B. Farm Management Guidelines

Dows Farm follows these general land use and management guidelines to improve the overall quality of the farm by building soil, managing water, reducing weed pressure, controlling pests and being a good neighbor to the residents of Dows Farm Agri-Community. These include:

Certified Naturally Grown Practices

All farm management practices will work within the standards set by the Certified Naturally Grown program). These standards are applicable for produce, apiary, livestock, aquaponics and mushroom enterprises.

Integrated Pest Management (IPM)

At Dows Farm, an integrated pest management plan guides the use of all pesticides. IPM is a series of evaluations, decisions, and controls used in conjunction to suppress or eliminate pest problems. IPM is based on the premise that least-impactful pest management solutions (e.g., identification, monitoring, physical barriers) should be used before broader, more impactful approaches (biological or chemical controls). In accordance with IPM strategies, even OMRI-listed pesticides should be a last resort. As part of an IPM plan, Dows Farm maintains and installs beneficial insect habitat along field borders and in the interior of crop fields and pastures.

Soil Fertility

Dows Farm will maintain a soil pH between 6 and 7.5 unless a specific crop requires more acidic soil conditions. It will be the responsibility of the farm operator to maintain a satisfactory pH and to apply any needed nutrients. Since synthetic fertilizers are not allowed (see *Certified Natural Grown*), the farm operator should consider various plant- and animal-based amendments. Compost is great for improving soil structure, adding organic matter, and infusing microbial activity. The farm operator will maintain or improve soil organic matter. This can be done by adding compost, reducing or eliminating tillage, applying mulches, and growing green manures.

Cover Crops

The use of cover crops is the primary tool for protecting soil, suppressing weeds, and adding organic matter at Dows Farm. Except in areas of active production, the farm operator will seed a fall cover crop of legumes and cereal grains to maintain active growing roots in the soil during the winter.

Crop Rotations and Blocking

Dows Farm follows two general considerations of rotations: fertility and pest. Basic fertility rotations involve not growing plants with similar edible parts (leaf, root, flower, and fruit) in the same place for consecutive years. Pest rotations consist of avoiding successions of plants within the same genus family. The farm operator will maintain a consistent rotation plan to main health of all crop fields.

Weeds and Management Strategies

Preventing weeds from reseeding and regenerating is essential to Dows Farm management. Acceptable means of controlling weeds are as follows: mulching, mowing, hoeing, cultivating and torching with flame weeders.

Water Usage and Irrigation

At Dows Farm, well water and municipal water are managed for the use of livestock watering and crop irrigation. The farm operator will maintain and protect from contamination a series of wells and a network of piping.

Structures

At Dows Farm, a series of permanent and temporary structures serve as necessary infrastructure for the farm's enterprises. This includes, but is not limited to, greenhouses, sheds, shade structures and temporary crop protection structures called caterpillar tunnels.

Compost and Manure

Dows Farm manages its own compost system for recycling nutrients from livestock manure and crop debris. The farm operator will maintain an on-site composting area at the north edge of the property. This area is only used to compost livestock manure and crop debris that cannot be composted in the field. The composting area is maintained in a way to curb all leachate or runoff from leaving the property. The farm operator will maintain a deep bedding system in the livestock barns during winter in order to compost bedding and livestock manure in place.

Dows Farm adheres to proper compost and manure application practices. Composted manure and crop residue may not be applied between December 1st and March 1st. It is acceptable to apply organic mulches, which may include partially composted materials (not including manures), at any time.

Livestock

At Dows Farm, several types of livestock are part of the farm. These livestock may include cattle, chickens, turkeys and sheep. These livestock are managed following Certified Naturally Grown standards. These include strong standards for living conditions and access to pasture. At Dows Farm, pasture paddocks provide the necessary forage for the livestock during the growing season. The paddocks are managed under a strict rotational grazing system that follows a USDA Natural Resource Conservation Services pasture management plan and many of the best practices documented by organizations such as the Wallace Center at Winrock International. All grain fed to livestock at Dows Farm follows Certified Naturally Grown standards. The farm operator will maintain a series of permanent perimeter fences and interior temporary electric fences between paddocks. A system of underground piping and a well provide livestock water in each paddock.

Farm Operations Concept Plan

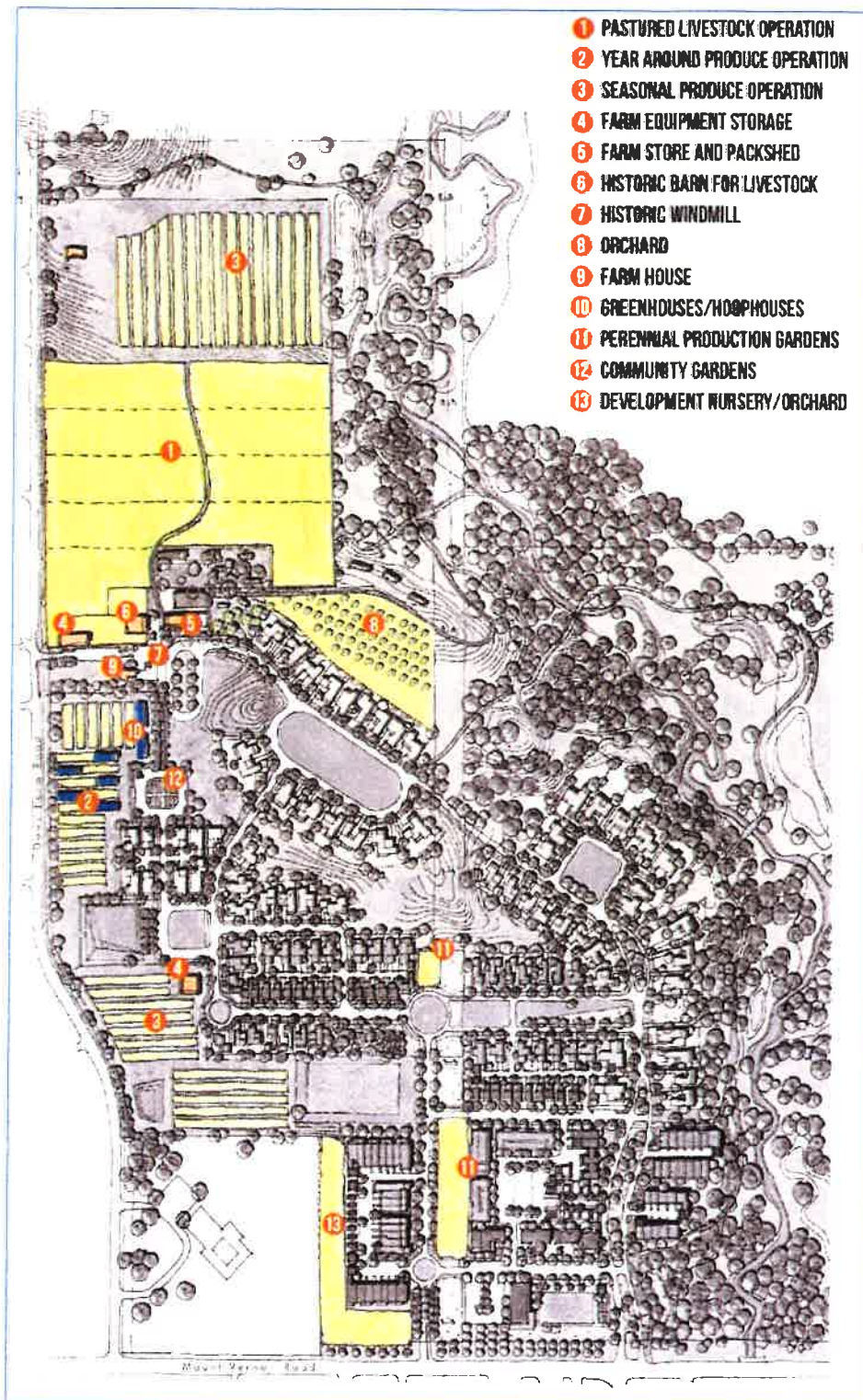


Exhibit C. Compensation Schedule

Task	Timeline	Estimated Hours @ \$30/hr.*	Compensation for Task
Organize gathering of stakeholders in farm and determine interests and responsibilities	By Aug. 31, 2020	10	\$300
Negotiate agreements with stakeholders (assuming 3 or fewer)	By Sept. 30, 2020	20 plus Legal Review	\$600 + legal review
Participate in developer selection process	By Dec. 31, 2020	20	\$600
Prepare farm listing/description for promotion	By Sept. 30, 2020	20	\$600
Develop marketing plan	Sept. 30	15	\$450
Post opportunity	Oct. 15	10	\$300
Process applications	Dec. 1, 2020	3 hrs per app	
Farmer Committee vetting and selection of applicants – for 2021 season	Target: December 2020	40	\$1,200
Negotiate lease – for 2021 season	Target: Jan. 30, 2021	20	\$600
Participate in discussions over infrastructure improvement to assure it is first and foremost functional for farmer and agricultural use.	June 2021	30	\$900
Manage ongoing relationship with stakeholders.	Monthly	6 hrs/mo.	\$180/month (\$2,160/yr.)
Manage ongoing relationship with developer.	Monthly	5 hrs/mo.	\$150/month (\$1,800/yr.)
Process applications – 2022 Season if necessary	Dec. 2021	3 hrs per app	
Farmer Committee vetting of applicants – for 2022 season	Target: December 2021	40	\$1,200
Choose farmer and negotiate lease – for 2022 season	Target: Jan. 2022	20	\$600
Quarterly Reports to Linn County	Dec. 31, 2020 March 31, 2021 June 30, 2021 Sept. 30, 2021	3 hrs ea.	\$360
Total compensation amount not to exceed			\$12,000

Amendment No. 1
Farm Management Agreement Between
Linn County, Iowa
and
The Sustainable Iowa Land Trust (SILT)

Amendment made on the 28th day of October 2020, between Linn County, Iowa and The Sustainable Iowa Land Trust.

Article III Compensation is amended by adding new Section **A.1** as follows:

1. **Exhibit C. Compensation Schedule** shall be updated annually. Total annual compensation shall not exceed \$12,000 unless as provided in **Section III B.**

Article IV Term is amended to read:

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of ~~June 30, 2021~~ **October 31, 2023**, or any event stated in **Section V.** This Agreement may be extended as agreed to in writing by the parties, not later than **30** days preceding the applicable expiration date of this Agreement. During any extension term, all provides of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

WITNESS our signatures as of the day and date first above stated.



Chair, Linn County Board of Supervisors

Executive Director, Sustainable Iowa Land Trust

Linn County Children's Mental Health Assistance Program FY23 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Associates for Behavioral Health ("Provider").

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

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

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

SECTION 1 Definitions

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

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

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.

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 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. 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 Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance 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. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Linn County and Provider. The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Linn County Hold Harmless and Indemnification. Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn 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 Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 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 Linn 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.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2023**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn 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 or (d) 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, Linn 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 Linn 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 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services in accordance with this Agreement until Linn County has transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn 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 Children's Mental Health Assistance Program
Attention: Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 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:

Name: Associates for Behavioral Health

Address: 1510 Boyson Rd
Haworth, IA 52233

Attention: Tom Kremer

Email: tom.kremer@unitypoint.org

Phone: 319-396-1066

Fax: 319-396-8129

SECTION 8 **Amendments**

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

Section 8.2 Regulatory Amendment. Linn 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 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 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 Linn County.

Section 9.3 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 Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn 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 Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Associates for Behavioral Health

Signature: Tom Khemer

Print Name: Tom Khemer

Print Title: Director

Date: 4/24/23

Attachment A

Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service Hour, Day, ½ day, Month, 15 Min. or Contact	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	yes	157.60
Psychiatric diagnostic eval (with med services) 90792	Visit	yes	394.59
Psychotherapy, 30 minutes 90832 HO	Visit	yes	78.79
Psychotherapy, 45 minutes 90834 HO	Visit	yes	157.60
Psychotherapy, 60 minutes 90837 HO	Visit	yes	209.60
Office Visit – Est. Pt. Detailed 99213	Visit	yes	100.91
Office Visit – Est. Pt. Comprehensive 99214	Visit	yes	201.82

Attachment A
Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement
Service Definitions and Rates

❖ **NOTES:**

- An hourly billable unit for is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachment A are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.

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

Linn County:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Associates for Behavioral Health

Signature: Tom Kremer

Print Name: Tom Kremer

Print Title: Director

Date: 4/24/23

Linn County Children's Mental Health Assistance Program FY23 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Philautia Therapy, PLLC ("Provider").

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

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

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

SECTION 1 Definitions

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

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

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.

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 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. 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 Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance 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. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Linn County and Provider. The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Linn County Hold Harmless and Indemnification. Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn 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 Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 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 Linn 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.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2023**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn 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 or (d) 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, Linn 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 Linn 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 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has

transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn 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 Children's Mental Health Assistance Program
Attention: Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 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:

Agency Name: Philautia Therapy, PLLC

Address: 4403 1st Ave SE, Suite 503

City, State, Zip Code: Cedar Rapids, IA 52402

Phone: 319-551-4120

Fax: n/a

Email: philautiatherapy@gmail.com

Attn: Colleen Quaid, LMFT

SECTION 8 **Amendments**

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

Section 8.2 Regulatory Amendment. Linn 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 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 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 Linn County.

Section 9.3 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 Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn 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 Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Linn County:

PROVIDER NAME:

Philautia Therapy, PLLC

By: _____

Signature: Colleen E. Quaid, LMFT

Print Name: _____

Print Name: Colleen Quaid, LMFT

Print Title: _____

Print Title: Owner/Therapist

Date: _____

Date: 4/26/2023

Attachment A

Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychotherapy, 60 minutes 90837 HO	Contact	X	157.00
Psychiatric diagnostic eval (no med services) 90791 HO	Contact	X	187.00
Psychotherapy, 45 minutes 90834 HO	Contact	X	107.00
Psychotherapy, 30 minutes 90832 HO	Contact	X	81.00
		X = Yes	

Attachment A
Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement
Service Definitions and Rates

❖ **NOTES:**

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachment A are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.

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

Linn County:

Provider:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Philautia Therapy, PLLC

Signature: Colleen E. Quaid, LMFT

Print Name: Colleen Quaid, LMFT

Print Title: Owner/Therapist

Date: 4/13/2023

**Third Amendment
Life Skills Pre-Arrest Diversion Program Contract**

This is an Amendment to the Life Skills Pre-Arrest Diversion Program (the "Contract"), entered into by and between the Iowa Department of Human Services (the "DHS"), Juvenile Court Services (JCS), and Linn County (the "Contractor") approved by the last State signature on 5/26/2020.

Effective July 1, 2023, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Deletion of the term "Agency", to be replaced by the term "IJB". The following paragraph is added at the beginning of the Contract Declarations and Execution Page(s):

The "Agency" is changed from The Iowa Department of Human Services (hereafter, "Original Agency") to the Iowa Judicial Branch (hereafter, "IJB" as used in, the Contract, and any amendment thereto). The IJB shall perform all assigned duties and obligations as if it were the Original Agency and the IJB shall look to the Contractor for all such performance.

The "Department" is changed from the Iowa Department of Human Services (hereafter, "Original Agency") to the Iowa Judicial Branch (hereafter, "IJB" as used in, the Contract, and any amendment thereto).

Revision 2. IJB Information. The following fields in the Contract Declarations and Execution Page(s) are hereby updated by deleting references and information relating to the Iowa Department of Human Services and replacing with references and information relating to the Iowa Judicial Branch, as set forth below:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	Agency Billing Contact Name / Address: Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114 Phone: (515) 242-5452
Agency Contract Manager (hereafter "Contract Manager") / Address ("Notice Address"): Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114 Phone: (515) 242-5452 E-Mail: dwolfe@dhs.state.ia.us	Agency Contract Owner (hereafter "Contract Owner") / Address: Janee Harvey, Division Administrator Adult, Children and Family Services Iowa Department of Human Services 1305 E. Walnut Des Moines, Iowa 50319-0114 E-Mail: jharvey1@dhs.state.ia.us

Name/Principal Address of IJB: Iowa Judicial Branch Judicial Building 1111 East Court Avenue Des Moines IA 50319	IJB Contract Owner (hereafter "Contract Owner") and the person to whom Contractor will send notices: Christopher Wyatt, Chief Juvenile Court Officer 211 8 th Ave, SW Cedar Rapids, Iowa 52404 Christopher.wyatt@iowacourts.gov
Contract Manager: Mary Loops 211 8th Ave. SW Cedar Rapids, Iowa 52404	

Revision 3. Section 1.1 *Special Terms Definitions.*

"Juvenile Court Services ("JCS") is hereby deleted, and replaced with the following:

"Juvenile Court Services ("JCS") means a division of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee. Pursuant to the authority granted in Iowa Code chapters 232, 602, and 8, and Iowa Court Rules Chapter 70, and the annual appropriations Acts, and the judicial branch, represented by the state court administrator, the director of juvenile court services, and the chief juvenile court officers, are each charged with specific responsibilities for funding, administering, and providing services such as those described in this contract.

Revision 4. Section 1.3.3 Monitoring, Review, and Problem Reporting is hereby deleted and replaced with the following.

For purposes of monitoring and payment, parties to this contract shall be accountable to Iowa Court Rules Chapter 70, which prescribe the joint responsibilities of the Iowa Judicial Branch, the Director of Juvenile Court services, and the Chief Juvenile Court Officers.

Revision 5. 1.3.4.2 Payment Methodology, is hereby deleted and replaced with the following.

For purposes of monitoring and payment, parties to this contract shall be accountable to Iowa Court Rules Chapter 70, which prescribe the joint responsibilities of the Iowa Judicial Branch, the Director of Juvenile Court services, and the Chief Juvenile Court Officers.

JCS will pay Contractor at the billable rate set forth below for diversion program services:

1. For each year of the contract:
 - \$50.09 per billable Community Based Diversion Services unit.
 - A billable unit is defined as one (1) hour of services. This unit rate shall include all costs of providing the service.
2. This section does not guarantee Contractor a specific rate of utilization under this contract.

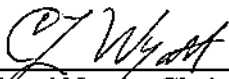
Revision 6. Contract Duration. The contract is hereby extended from July 1, 2023, through June 30, 2024.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the others that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Juvenile Court Services, 6th Judicial District of Iowa		Iowa Judicial Branch	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	4/13/22		
Printed Name: Christopher L. Wyatt, Chief Juvenile Court Officer		Printed Name: Chad Jensen, Director of Juvenile Court Services	

Iowa Department of Health and Human Services/ Original Agency		Linn County	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Louis Zumbach	
Title:		Title: Board Chair	



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Video Surveillance		Policy Number: OP-020	
Responsible Department: Board of Supervisors Administration			
Revision No: 02	Revision Date: 05/03/23	Policy Effective Date: 05/03/23	Expiration Date: Until repealed
Initial Approval Date: 10/17/2012 BOS Minutes: 10/17/2012, 09/07/2021, 09/08/2021, 05/01/2023, 05/03/2023		Distribution: Elected Officials, Department Heads, Employee Handbook, Intranet	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to establish procedures, for the use of video surveillance devices, that balance the security, safety, and other benefits derived from the use of video surveillance with the privacy rights of the individual and to establish procedures and protocols for the installation and operation of video surveillance devices, and the management of information recorded by video surveillance devices.

II. SCOPE

This policy applies in and on all County ("County") buildings and grounds, and applies to all types of video surveillance systems, surveillance monitors, and camera recording devices that the County uses for surveillance purposes.

III. EXCEPTIONS

- Any surveillance system operated by the Linn County Sheriff for law enforcement purposes including, but not limited to, systems used in correctional and detention facilities, and systems used for the purpose of courthouse or courtroom security
- Any surveillance system installed in or on a motor vehicle
- The use of video equipment for the recording of public meetings or other public events held in or on Linn County buildings and grounds.

IV. DEFINITIONS

Closed-Circuit Television (CCTV): A television system that monitors signals primarily for surveillance and security purposes but does not distribute the signals publicly.

Digital Video Recorder/Network Video Recorder (DVR/NVR): An electronic device that records video from video cameras in a digital format to a disc drive, universal serial bus (USB) drive, secure digital (SD) card, solid state drive (SSD), or other local or networked mass storage device that records video footage for distribution over an internet protocol (IP) network or for digitized storage on a video surveillance storage system.

Video Surveillance: A digital or analog closed-circuit television (CCTV) system that uses video cameras to help deter crime and to protect people and property.

Video Surveillance Device: A camera and a digital video recorder or network video recorder (DVR/NVR) or server storage system.

Video Surveillance System: An appliance or appliances that enable embedded image capture capabilities that allow the compression, storage, or transmission (play back) of video images or extracted information over a communication network or digital link to a surveillance monitor or recorded (stored) to a digital video disc (DVD).

V. PROVISIONS

A. Installation, Repair, and Maintenance

1. An individual department that proposes to install, modify, or expand an existing video surveillance system, or any component thereof, must submit a Video Surveillance Work Request Form (Appendix A) to the Board of Supervisors ("Board") signed by the department head or elected official who manages the department. The Request Form must include the following information:
 - a. A justification for the use of a video surveillance system based on specific security, safety, or other concerns.
 - b. A description of other measures of deterrence or detection considered and rejected as ineffective.
 - c. The proposed hours of operation, and a justification for the necessity of the proposed hours of operation.
 - d. A detailed description of the space(s) the department proposes to monitor with the video surveillance system. The IT and/or Facilities Department shall install the video surveillance system to monitor only those spaces identified on the Video Surveillance Work Request Form and approved by the Board.
 - e. Identification of the funding source(s) for the purchase and ongoing maintenance of the equipment.
 - f. Identification of the person(s) and/or position(s) that the department wishes to have access to the information recorded by the video surveillance system.
 - g. An assessment of the effects of the proposed video surveillance system.

2. The Board is solely responsible for reviewing a request and for approving or denying all or any part of the request. The Board may, at its sole discretion, request input from any department or individual it deems necessary prior to approving or denying the request.
3. If the Board approves a request, the Information Technology Department (IT) and the Facilities Department shall jointly oversee the design specifications, procurement, and installation of the video surveillance system, including cabling, mounts, and power with the assistance of any department or individual deemed necessary by the IT Department or Facilities Department. The installation is subject to applicable state and federal laws and shall adhere to the following criteria as closely as possible:
 - a. During the installation of, or repair or maintenance to an approved video surveillance system, the IT Department and Facilities Department shall have access to the live or recorded video from such system.
 - b. The ability of authorized personnel to adjust video surveillance devices shall be restricted so that unauthorized personnel cannot adjust or manipulate video surveillance devices to overlook spaces not approved for monitoring by the video surveillance devices.
 - c. Video surveillance devices shall never monitor areas where the public and employees have an expectation of privacy including, but not limited to, restrooms or locker rooms, and individual offices for which the Board has not authorized a video surveillance system in accordance with this policy.
 - d. Reception and/or recording equipment shall be in a controlled access area. Only authorized personnel shall have access to the controlled access area and/or the reception and recording equipment.
 - e. Authorized personnel should make every reasonable attempt to ensure video monitors that are part of a video surveillance system are not in a position that enables the public and/or unauthorized personnel to view the monitors.
 - f. Video surveillance systems shall not record sound unless the Board approves such a request. The Board may, at its sole discretion, approve the recording of sound on a case-by-case basis. If a department wishes to record sound, it must include the request on the Video Surveillance Work Request Form.
 - g. Upon installation of a video surveillance system, the County shall post signs visible to the public and employees at all entrances to the building or at the perimeter of the grounds where video surveillance devices are present.
4. Video surveillance systems installed in or on Linn County buildings and grounds shall use software approved by the IT Director for such purposes.

5. The Information Technology Department is responsible for maintenance of video surveillance systems, upgrades to software associated with video surveillance systems, and maintaining adequate server storage space to record and retain information as required by Section V.B.10 of this policy.
6. The Facilities Department is responsible for video surveillance camera repairs, modifications, upgrades, and for adding additional video surveillance cameras.

B. Management of Recorded Information

1. Information obtained from recorded information on video surveillance systems may be used for any lawful purpose.
2. County employees will have access to information recorded on video surveillance systems only in accordance with this policy.
3. Unless otherwise given approval by the Board pursuant to a Video Surveillance Access Request Form (Appendix B), authorized personnel may review the live or recorded information only in response to a confirmed or suspected incident, and only authorized personnel, as listed in this policy, will have access to the information.
4. Only the individuals listed below may view recorded information.
 - a. For video surveillance systems approved for individual departments:
 - i. The elected official or department head who manages the department in which the system is located.
 - ii. The individual person(s) or position(s) approved by the Board to have access to recorded information pursuant to Section V.A.1.f of this policy.
 - iii. The Risk Manager
 - iv. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates confirmed or suspected unlawful activity.
 - v. The County Attorney or the Attorney's designee pursuant to Section V.B.6 of this policy
 - vi. The Facilities Manager and Assistant Facilities Managers
 - vii. The IT Director
 - b. For video surveillance systems approved for common areas, grounds, and other locations not specific to one department:
 - i. The Risk Manager

- ii. The County Sheriff or the Sheriff's designee where a review of recorded information by the Risk Manager indicates confirmed or suspected unlawful activity
 - iii. The County Attorney or Attorney's designee pursuant to Section V.B.6 of this policy
 - iv. The Facilities Manager and Assistant Facilities Managers
 - v. The IT Director
 - vi. The County Auditor or Auditor's designee for video surveillance systems installed at the Linn County Public Service Center to monitor ballot drop boxes
- 5. Law enforcement officials may have access to recorded information pursuant to a subpoena, court order, or when otherwise required by law.
- 6. The County Attorney or the Attorney's designee will review all requests to release information recorded on security cameras in or on County property to individuals not authorized by this policy, or by the Board, to view recorded information and shall have access to review the recorded information to consider such requests.
- 7. County personnel shall not use or disseminate information from security cameras except for official purposes.
- 8. The Risk Manager shall keep a log of all instances of access to and use of recorded information by individuals not authorized by this policy or by the Board to view recorded information.
- 9. No person shall attempt to alter or delete any part of any recorded information.
- 10. The County will retain recorded information for at least 30 days, or as storage capacity is available, except that the County Auditor's Office will retain recorded information from video surveillance cameras installed to monitor ballot drop boxes at the Linn County Public Service Center on secure storage managed by the Auditor's Office. The County Auditor's Office will retain recorded information related to non-federal elections for six (6) months, and recorded information related to federal elections for twenty-two (22) months. As the video surveillance systems records new information, it deletes the oldest recorded information automatically.
- 11. The Board must approve any deviation from this policy.

VI. ENFORCEMENT

- A. The Board of Supervisors may direct the removal of any video surveillance device, or any component thereof, installed, modified, or expanded without Board approval as established in the policy.
- B. Departments must contact the Human Resources Department when considering disciplinary action to ensure compliance with collective bargaining agreements and Linn County policies, to protect employee rights related to compensation, and to maintain reasonable employee relations.

Appendix A

VIDEO SURVEILLANCE WORK REQUEST FORM

Department:
Request for: ☐ INSTALLATION ☐ MODIFICATION ☐ EXPANSION ☐ REPAIR
Project Description:
Project Justification/Expected Results:
Description of other Deterrence or Detection Measures Considered:
Proposed Hours of Operation and Justification:
Detailed Description of the Space Proposed to Monitor:
Identification of Funding Source for Procurement and Installation:
Identification of Funding Source for Maintenance, Upgrade, and Repair:
Identification of Person(s) or Positions(s) Proposed to Have Access to System:

Elected Official or Department Head Signature

Date

Board of Supervisors Action:

Board Signature

Date

Appendix B

VIDEO SURVEILLANCE ACCESS REQUEST FORM

Department:
Requested Recorded Video – Date, Time Frame, and Camera Location(s):
Justification/Expected Results:
Detailed Description, Including Camera Location, of the Space Proposed to Monitor by Live Video:
Justification/Expected Results:
Identification of Person(s) or Positions(s) Proposed to Have Access to Recorded or Live Video:

Elected Official or Department Head Signature

Date

Board of Supervisors Action:

Board Signature

Date