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.

Public Hearing for Rolling Acres Greens, preliminary plat case JP20-0001; request by IA Investments, LLC, for 4 lots, 49.14 total acres, at 4761 Rolling Acres Road in the NE NW 5-85-8.

Discuss contracts between Linn County and the Abbe Center for Community Mental Health, the Area Substance Abuse Council, Foundation 2, and Penn Center, Inc. for Mental Health Access Center services from July 1, 2020 through June 31, 2021.

Discuss three-year service agreement with Shred-it for handling of the County’s shredding needs.

Discuss a proposed Agreement between Linn County and Septagon Construction Co., Inc. for the LIFTS Relocation project.

Conduct public hearing, review plans and specifications, form of contract, and estimated costs for the Fillmore Building reroofing project.

Open bids for the Fillmore Building reroofing project and refer to Linn County staff for recommendations.

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

Legislative Update

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.
PRELIMINARY PLAT
ROLLING ACRES GREENS FIRST ADDITION TO LINN COUNTY, IOWA

Index Legend
Location Description: Part of the W 1/2 of the NE FRL 1/4 and part of the E 1/2 of the NW FRL 1/4, Sec.5-T93N-R68W, Linn County, Iowa
Requestor: IA Investments LLC
Proprietor: IA Investments LLC
Surveyor: Stephen M. Brain, PE, LS
Surveyor Company: Brain Engineering, Inc.
Return to: SIM Brain, 1540 Midland Ct NE Cedar Rapids, IA 52402 or mikeb@brain-eng.com (319) 294-8424

Revised Date:
JAN 15 2020

RECEIVED

OWNER: IA INVESTMENTS, LLC
C/O PAUL PATE JR
1110 DINA COURT
WACONIA, MN 55387
319-281-3373
pldo@ialiswestlegroup.com

SURVEYOR: BRAIN ENGINEERING, INC.
1540 MIDLAND COURT NE CEDAR RAPIDS, IA 52402
319-294-8424

LEGAL DESCRIPTION
A part of the West 1/4 of the NE FRL 1/4 and of the East 1/2 of the NW FRL 1/4 of Section 8, Township 68 North, Range 8 West of the 5th Principal Meridian, Linn County, Iowa as follows:

Beginning at the N 1/4 Corner of said Section 8; thence N89°89'50"E along the north line of said NE FRL 3/4, 514.97 feet; thence S20°31'57"W, 1790.02 feet; thence S87°12'37"W, 870.57 feet to the centerline of Rolling Acres Road; thence N51°34'05"W along said centerline, 1395.90 feet; thence N39°43'58"W along said centerline an arc of 169.75 feet of a 352.00 foot radius curve to the left, having a chord length of 197.30 feet, bearing N52°14'25"W; thence N44°53'05"W, along said centerline 181.46 feet; thence S88°31'46"E along the north line of said NW FRL 3/4, 1188.43 feet to the Point of Beginning, containing 56.98 acres which includes 1.85 acres of road right of way.

LEGAL DESCRIPTION
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DATE OF SURVEY: 1/13/2020

SECTION BREAKDOWN
Section Lot 1 Lot 2 Lot 3 Lot 4 Total
NE 1/4 NW 1/4 11.92 7.01 21.93
NW 1/4 NE 1/4 9.65 11.21
Total 21.57 18.22

NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.

PRELIMINARY PLAT
ROLLING ACRES GREENS FIRST ADDITION

BRAIN ENGINEERING, INC.

Drawn: DUB
1/14/2020

Boat: 374

Checked:

Scale: 1" = 300'
CASE # JP20-0001
EXECUTIVE SUMMARY
PRELIMINARY PLAT
STAFF CONTACT: STEPHANIE LIENTZ

OWNER/APPLICANT INFORMATION

OWNER/APPLICANT: IA Investments, LLC.  
MAILING ADDRESS: 4011 N 10th St  
Marion, IA 52302  
PROPERTY ADDRESS: 4761 Rolling Acres Rd  
Center Point, IA 52213

Paul Pate  
4011 N 10th St  
Marion, IA 52302

REQUEST

The applicant is proposing to convert the former Rolling Acres Golf Course into a residential development. The proposed preliminary plat is a 4-lot plat of 49.14 total acres, which will result in a net increase of 3 buildable lots. Proposed Lot 1 is 21.57 acres, and includes several accessory structures and a well. Proposed Lot 2 is 3.82 acres, and includes a clubhouse for the former Rolling Acres golf course, as well as an accessory structure, septic and well. Proposed Lot 3 is 5.53 acres, and includes two accessory structures. Proposed Lot 4 is 18.22 acres, and no existing structures. An additional 1.85 acres of road right-of-way will be dedicated.

An associated final plat case (JF20-0001) is also running concurrently with this case.

OUTSTANDING ISSUES AND STANDARDS FOR APPROVAL

This proposal meets the standards for approval per Article IV, Section 107-72 of the Linn County Unifiec Development Code (UDC). The parcel meets both MLS and LESA requirements, and earned a LESA score of 129.0 (the minimum threshold needed to pass in AA areas is 115). Access to the proposed lots will be through two shared driveways. The removal of the golf course may cause the traffic count on Rolling Acres Road to decrease to a level that will preclude continued seal coating of the road from Center Point to the entrance of the former golf course. The existing accessory structures shall be used for personal storage or agricultural purposes, and shall not be used for commercial purposes.

STAFF RECOMMENDATION

Staff recommends approval subject to the conditions of the staff report.
# PRELIMINARY PLAT APPLICATION

<table>
<thead>
<tr>
<th>Owner</th>
<th>IA Investments LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>4011 10th Street</td>
</tr>
<tr>
<td></td>
<td>Marion, IA 52302</td>
</tr>
<tr>
<td>Phone</td>
<td>319-981-3373</td>
</tr>
<tr>
<td>Applicant</td>
<td>Paul Pate</td>
</tr>
<tr>
<td>Address</td>
<td>4011 10th Street</td>
</tr>
<tr>
<td></td>
<td>Marion, Iowa</td>
</tr>
<tr>
<td>Phone</td>
<td>319-981-3373</td>
</tr>
<tr>
<td>Engineer/Surveyor</td>
<td>Brain Engineering, Inc.</td>
</tr>
<tr>
<td>Phone</td>
<td>319-294-9424</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Address</th>
<th>4761 Rolling Acres Rd Center Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Zoning</td>
<td>A/2</td>
</tr>
<tr>
<td>Q/Q</td>
<td>NE NW</td>
</tr>
<tr>
<td>Section</td>
<td>5</td>
</tr>
<tr>
<td>Township</td>
<td>85</td>
</tr>
<tr>
<td>Range</td>
<td>8</td>
</tr>
<tr>
<td>Subdivision</td>
<td>Rolling Acres Greens First</td>
</tr>
<tr>
<td>Lot #</td>
<td>1-4</td>
</tr>
<tr>
<td>Size of Lot or Parcel</td>
<td>39.79 acres</td>
</tr>
</tbody>
</table>

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Linn County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the office of Linn County Planning & Development to conduct a site visit and photograph the subject property.

This development is subject to and shall be required, as a condition of final development approval, to comply with all Interim Development Ordinance policies, requirements and standards that are in effect at the time of final development approval.

Owner: Paul Pate III
Applicant: Paul Pate III
Date: 1/15/2020

Application, Fees and Site Plan (if required) must be submitted jointly.

For Office Use Only

JP20-0001

Page 1 of 3
PZC APPROVAL

2/17/2020

STAFF REPORT
PRELIMINARY PLAT
JP20-0001

Planning and Zoning Commission Meeting: FEBRUARY 17, 2020
Board of Supervisors Public Hearing: MARCH 2, 2020

PROPERTY INFORMATION:

MAP DESIGNATION: AA
(Agricultural Area)

CURRENT ZONING: AG (Agricultural)

SURROUNDING LAND USES AND
ZONING
- North – Agricultural; AG
- South – Agricultural; AG
- East – Agricultural; AG
- West – Agricultural, 1 single-family dwelling; AG

PLAT SIZE: 50.99 acres

NUMBER OF LOTS: 4 lots

PRE-APPLICATION MEETING:
The applicant and surveyor met with staff on December 3, 2019.

APPROVAL OF CITY WITHIN TWO MILES:
The proposed subdivision lies within two miles of the City of Center Point. It is the responsibility of the owner/applicant to submit the plat to the City for consideration in accordance with state law.

MLS AND LESA REQUIREMENTS:
Major subdivisions are subject to the Minimum Levels of Service (MLS) requirements per Article IV, Section 107-72, § 2(b) of the Unified Development Code (UDC). The MLS standards for AA (Agricultural Area) are outlined in Appendix A of the UDC, and are met by the proposed subdivision.

Major subdivisions are also subject to the Land Evaluation Site Assessment (LESA) requirements of Article IV, Section 107-70 of the UDC. The minimum LESA threshold score that parcels must meet to be eligible for subdivision within an area designated as AA (Agricultural Area) on the Rural Land Use Map is 115 points. The subject parcel received a score of 129.0, which exceeds the minimum threshold score required.
CONFORMANCE WITH THE GOALS OF THE LINN COUNTY COMPREHENSIVE PLAN:

Table 1 below lists all of the Goals found within each of the seven (7) Plan Elements in the Linn County Comprehensive Plan and determines if the proposal supports, does not support, or is neutral to each individual Goal based on a review of the Objectives and Strategies found in the plan. Any Goals that are of significant consequence to Staff’s recommendation are discussed in greater detail below.

**Analysis:** The proposal is supported by a number of Goals and Objectives in the following Comprehensive Plan Elements: Hazard Planning, Resource Protection, Sustainable Development, and Transportation. The LESA scoring system was utilized in order to direct development away from areas best suited to agriculture and into areas with the existing infrastructure and capacity to support the type of development being proposed.

**Conclusion:** The proposal is generally in conformance with the Linn County Comprehensive Plan and therefore this criterion appears to be met.

<table>
<thead>
<tr>
<th>ELEMENTS</th>
<th>GOALS</th>
<th>Proposal Supports</th>
<th>Proposal Does Not Support</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative and Renewable Energy</td>
<td>Goal 1: Encourage and support the development and use of alternative and renewable energy sources.</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>Goal 2: Encourage and support energy efficiency strategies.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 3: Identify and mitigate barriers to the development of local alternative and renewable energy resources and increased energy efficiency strategies.</td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td>Economic Development and Employment Opportunities</td>
<td>Goal 1: Encourage a diverse agricultural economy, including local foods and commodity-based agriculture.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Goal 2: Seek opportunities to diversify and expand the local employment base by providing a supportive environment for existing and new businesses, as well as entrepreneurial activities.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 3: Support and encourage a well-educated, highly skilled, and diverse workforce prepared for an increasingly competitive global marketplace.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 4: Recognize that future economic success in the county depends on implementing sustainable business practices that protect our natural environmental systems.</td>
<td></td>
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<td>X</td>
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<tr>
<td>Hazard Planning</td>
<td>Goal 1: Identify and implement strategies to prevent the occurrence of human-made hazards.</td>
<td></td>
<td></td>
<td>X</td>
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<tr>
<td></td>
<td>Goal 2: Reduce the risk of the loss of life, property, and economic activity as a result of the occurrence of natural and human-made hazards.</td>
<td></td>
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<td>Goal 3: Increase the capacity of local government and residents to respond to the occurrence of natural and human-made hazards.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 4: Increase the capacity of local government and residents to recover from the occurrence of natural and human-made hazards.</td>
<td></td>
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<tr>
<td>Livable Communities</td>
<td>Goal 1: Protect and enhance the health and safety of all Linn County residents.</td>
<td></td>
<td></td>
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<td></td>
<td>Goal 2: Maximize resilience through the production and purchase of local and regional products, and the protection of local resources.</td>
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<td></td>
<td>Goal 3: Enhance connectivity and opportunities for all through improvements in transportation, education, and communication.</td>
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<td>Goal 4: Plan for demographic trends and changes.</td>
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<td></td>
<td>Goal 5: Value the county’s unique and special places.</td>
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<td>X</td>
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<tr>
<td>ELEMENTS</td>
<td>GOALS</td>
<td>Proposal Supports</td>
<td>Proposal Does Not Support</td>
<td>N/A</td>
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<tr>
<td>Resource Protection</td>
<td>Goal 1: Support initiatives designed to prevent soil erosion, improve soil quality, and educate the public on the importance of healthy soils in both urban and rural environments.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 2: Encourage the long-term viability of agriculture.</td>
<td></td>
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<td></td>
<td>Goal 3: Strive to maintain high-quality water resources.</td>
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<td></td>
<td>Goal 4: Address drainage and stormwater management as a regional issue and foster multi-jurisdictional cooperation.</td>
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<tr>
<td></td>
<td>Goal 5: Support initiatives designed to protect or improve local air quality.</td>
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<tr>
<td></td>
<td>Goal 6: Conserve and enhance natural resources, open space, and wildlife habitat throughout the county.</td>
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<tr>
<td></td>
<td>Goal 7: Balance accessibility to local mineral resources with public safety considerations and competing resource protection goals.</td>
<td></td>
<td></td>
<td>X</td>
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<tr>
<td>Sustainable Development</td>
<td>Goal 1: Maximize the use of existing gray infrastructure and adopt innovative green infrastructure techniques.</td>
<td>X</td>
<td></td>
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<td></td>
<td>Goal 2: Proactively address climate change through prevention and adaptation.</td>
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<tr>
<td></td>
<td>Goal 3: Incorporate enhanced stormwater management and erosion control practices into county development standards.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 4: Encourage green building practices for new construction and major remodels, and consider code amendments that encourage or do not inhibit sustainable development practices.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Goal 5: Reduce landfilled waste and support clean, efficient, economical, and environmentally sound management of solid waste.</td>
<td></td>
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</tr>
<tr>
<td>Transportation</td>
<td>Goal 1: Ensure land use decisions are coordinated with city, county, and regional transportation plans.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 2: Encourage alternatives to auto-dependent travel when making transportation, land use, and infrastructure decisions.</td>
<td></td>
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<tr>
<td></td>
<td>Goal 3: Consider environmental, cultural, and historic resources in planning future transportation corridors, and in the physical design of transportation infrastructure.</td>
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<tr>
<td></td>
<td>Goal 4: Encourage a transportation system that improves the mobility, accessibility, connectivity, and safety for all residents.</td>
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<tr>
<td></td>
<td>Goal 5: Promote comprehensive strategies to reduce dependency on non-renewable fuel sources and increase fuel efficiency.</td>
<td></td>
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</tr>
</tbody>
</table>

**CONFORMANCE WITH ZONING REGULATIONS:**

The proposed subdivision is currently zoned AG (Agricultural), and no rezoning is required. The proposed subdivision is located within the AA (Agricultural Area) of the Linn County Rural Land Use Map. The proposed lots meet all of the dimensional and size standards found in the Linn County Unified Development Code (UDC), and are in conformance with the zoning regulations of the USR zoning district outlined in the UUD.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

A Stormwater Pollution Prevention Plan shall be submitted in accordance with Article V, Section 107-95, §(b) of the UDC.

**Conclusion:** Stormwater Pollution Prevention Plan is currently under review and must be finalized prior to approval of the final plat.
DEVELOPMENT DESIGN STANDARDS:
All major subdivision applications shall meet the development design standards as listed in Article IV, Section 107-72, §(2)(h) of the UDC.

1. Streets. The arrangement, character, extent, width, grade, and location of all streets should consider site characteristics and conform to any applicable requirements of the Comprehensive Plan, the Corridor Metropolitan Planning Organization Major Street Plan, Metro Design Standards, and the Linn County Standard Specifications.

Conclusion: This design standard is not applicable, as no new streets have been proposed.

2. House numbering. House numbers shall be assigned in accordance with the house numbering system now in effect in Linn County Code of Ordinances, Chapter 27.

Conclusion: House numbering for the proposed subdivision shall be assigned in accordance with the house numbering systems now in effect in Linn County Code of Ordinances, Chapter 27.

3. Blocks. Intersecting streets determining block lengths shall be provided at such intervals to serve cross traffic adequately, and to conform to existing street design and customary subdivision practices in the immediate area.

Conclusion: This development design standard is not applicable, as no new blocks have been proposed.

4. Lots. The shape and configuration of lots within this subdivision shall conform to the standards listed in Article IV, Section 107-72, §(2)(h)(4) of the UDC.

Conclusion: This criterion has been met.

5. Access. Access to, from and within the subdivision and individual lots shall conform to Article IV, Section 107-72, §(2)(h)(5) of the UDC.

Conclusion: This criterion has been met.

6. Easements. Easements shall conform to the standards listed in Article IV, Section 107-72, §(2)(h)(6) of the UDC.

Conclusion: This criterion has been met.

7. Floodplain. Site design shall comply with the floodplain regulations in Article VII, Section 107-144 of the UDC.

Conclusion: The subject property is not located within a designated floodplain.

ALTERNATIVES:
The following alternatives may be considered regarding the proposed preliminary plat:

1. Recommend approval of the proposal subject to recommended conditions.
2. Recommend denial of the proposal.
3. Refer the proposal back to the applicant for additional review/information.

STAFF RECOMMENDATION:
Staff recommends Alternative 1, recommend approval subject to conditions of the staff report.

THE FOLLOWING ARE CONDITIONS TO BE MET PRIOR TO FINAL APPROVAL BY THE BOARD OF SUPERVISORS. IT IS THE RESPONSIBILITY OF THE APPLICANT TO COMPLETE ALL CONDITIONS, AS OUTLINED IN THIS STAFF REPORT. IF YOU HAVE QUESTIONS REGARDING A CONDITION, CONTACT THE DEPARTMENT UNDER WHICH
THAT CONDITION IS LISTED. THE CONTACTS’ NAMES AND PHONE NUMBERS ARE LISTED BELOW. ITEMS IN
THE COMMENTS SECTION ARE NOT A REQUIREMENT TO BE MET PRIOR TO APPROVAL. THEY ARE INTENDED TO
INCREASE YOUR KNOWLEDGE AND AWARENESS OF ISSUES THAT MAY POSSIBLY EXIST ON THE PROPERTY.

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
BRAD KETELS, COUNTY ENGINEER, Brad.Ketels@linncounty.org
JON RESLER, ASSISTANT COUNTY ENGINEER, Jon.Resler@linncounty.org

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications
   Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be
   brought into conformance with County standards. Two shared entrances are allowed. One shared entrance shall
   be located between Lot 1 and Lot 2. The second shared entrance shall be located between Lot 3 and Lot 4. No
   other entrances are allowed.

2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Rolling
   Acres Road adjacent to development shall be dedicated to the County for road purposes.

3. Road agreement conditions outlined under the final plat.

Comments:

1. No construction within the County right-of-way without a permit from the Linn County Engineer.

2. Entrance permit required for new entrances and existing entrances that do not conform to County Standard
   Specifications. Only a breakaway mailbox is allowed. Decorative walls, or other items that may identify the owner
   or address of the property, are not allowed within the road right-of-way.

3. Proposed private and public roads shall be constructed to comply with County Standard Specifications.

4. All drainage easements follow the natural flow of surface water as per Article IV, Section 107-72, § 2 (h)(6)(i) of
   the Unified Development Code.

5. No vertical headwalls within the right-of-way. A breakaway mailbox is allowed. No other type of mailbox is
   allowed within the road right-of-way. Decorative walls, or other items that may identify the owner or address of
   the property, are not allowed within the road right-of-way.

IOWA DEPARTMENT OF TRANSPORTATION
JOEL KEIM, ENGINEERING OPERATIONS TECHNICIAN, 730-1533
Joel.Keim@dot.iowa.gov

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
SUE ELLEN HOSCH, ENVIRONMENTAL SPECIALIST, 892-6033
SueEllen.Hosch@linncounty.org

1. No conditions to be met.
NATURAL RESOURCES CONSERVATION SERVICE
JON GALLAGHER, LINN COUNTY SOIL CONSERVATIONIST
JOHN BRUENE, DISTRICT CONSERVATIONIST, 377-5960
Jon.Gallagher@ia.nacdnnet.net

1. See conditions on related case JF20-0001.

LINN COUNTY CONSERVATION DEPARTMENT
DANIEL GIBBINS, 892-6450
daniel.Gibbins@linncounty.org

1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
STEVE O’KONEK, 892-6500
Steve.Okonek@linncounty.ema.org

1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
STEPHANIE LIENTZ, PLANNER, 892-5130
Stephanie.Lientz@linncounty.org

1. Various revisions to the preliminary plat.

2. Prior to approval of the preliminary plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.

3. This plat lies within the 2 mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.

4. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the preliminary plat.

Comments:

1. Approval of the preliminary plat by the Board of Supervisors shall be valid for a period of 20 months from the date of approval of a plat by the county Board of Supervisors for a portion or all of the area included in said preliminary plat. In the event a final plat has not been approved within 20 months, the preliminary plat shall be void, and the subdivider shall resubmit the preliminary plat for approval prior to submission of a final plat for any portion of the area covered by the preliminary plat. Review and action on the resubmission of the preliminary plat by the County shall conform to all provisions of these regulations as per the Linn County Unified Development Code Article IV, Section 107-72, § (2)(e)(8).
Planning & Zoning Commission Approval for JP20-0001 on February 17, 2020

Carson    Absent
Eilers    Absent
Landa     Aye
Maxwell   Aye
Grenis    Aye
Bellon    Aye
Gatewood  Aye
Aerial View, Parent Parcel
JP20-0001
View northwest along Rolling Acres Rd from existing drive to proposed Lot 1
View west across Rolling Acres Rd from existing drive to proposed Lot 1
View southeast along Rolling Acres Rd
Existing accessory structure on proposed Lot 1
Existing clubhouse on proposed Lot 2
Existing accessory structures on proposed Lots 3 and 4
Drainage way on proposed Lots 1 and 4
Mental Health Access Center
Linn County and Abbe Center for Community Mental Health Agreement

This agreement is made and entered into this February 6, 2020, by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Abbe Center for Community Mental Health ("Provider"), with an main office located at 520 11th St NW Cedar Rapids, IA 52405. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

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

SECTION 2 ................................................................................. 3
  Definitions ............................................................................. 3

SECTION 3 ................................................................................. 3
  Duties of Provider ..................................................................... 3

SECTION 4 ................................................................................. 5
  Duties of County ...................................................................... 5

SECTION 5 ................................................................................. 5
  Claims Submission and Payment ............................................. 5

SECTION 6 ................................................................................. 6
  Relationship Between the Parties ............................................. 6

SECTION 7 ................................................................................. 6
  Hold Harmless and Indemnification ......................................... 6

SECTIONS 8 ................................................................................. 7
  Liability Insurance .................................................................... 7

SECTION 9 ................................................................................. 7
  Laws and Regulations ............................................................. 7

SECTION 10 ............................................................................... 9
  Term and Termination ............................................................ 9

SECTION 11 .............................................................................. 11
  Amendments .......................................................................... 11

SECTION 12 .............................................................................. 11
  Other Terms and Conditions ................................................. 11

APPENDIX A ........................................................................... 13
  Statement of Work ................................................................. 13

APPENDIX B ........................................................................... 14
  Service Provider’s Responsibilities ........................................ 14

APPENDIX C ........................................................................... 15
  Linn County’s Responsibilities ............................................... 15

APPENDIX D ........................................................................... 15
  Privacy Requirement .............................................................. 15
SECTION 2
Definitions

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

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

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

Subcontract: The act in which one party to the original contract enters into a contract with a third-party to provide some or all of the services listed in the original contract.

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

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 3
Duties of Provider

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

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

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.
Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center’s Director at least quarterly.

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

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

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

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

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

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

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.
SECTION 4
Duties of County

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

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

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

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

SECTION 5
Claims Submission and Payment

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

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

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.
SECTION 6
Relationship Between the Parties

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

SECTION 7
Hold Harmless and Indemnification

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

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

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.
SECTION 8
Liability Insurance

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

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

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

SECTION 9
Laws and Regulations

Section 9.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.
Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

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

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

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

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

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it. Provider shall limit access to the County’s facility to only those that need to be there for the operation of the Access Center.

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

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.
Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

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

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

SECTION 10
Term and Termination

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

Section 10.2 Term. The initial term of this Agreement shall start as of the date it is signed and continue to June 30, 2021. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

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

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

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider; (d) County’s determination of inadequate funding; or (e) Provider's material breach of any of the terms or obligation of this Agreement.
For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

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

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

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
  Linn County Community Services  
  Attention: Executive Director 
  1240 26th Avenue Ct SW 
  Cedar Rapids, IA 52404
Section 10.10 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Abbe Center for Community Mental Health
Attention: Executive Director
520 11th St NW
Cedar Rapids, IA 52405

SECTION 11
Amendments

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

Section 11.2 Regulatory Amendment. County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 12
Other Terms and Conditions

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

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

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

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider’s name, address, telephone number, and description of Provider and Provider’s care and specialty services in any promotional activities. Otherwise, Provider and County shall not use each other’s name, symbol or service mark without prior approval of the other party.
Section 12.6 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Section 12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

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

County: Linn County

By: ____________________________

Name: __________________________

Title: ____________________________

Date: ____________________________

Provider: Abbe Center for Community Mental Health

By: ____________________________

Name: Kathy Johnson

Title: Executive Director

Date: 7-6-2020
APPENDIX A
Statement of Work

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

Abbe Mental Health Access Center:
• Crisis psychiatric evaluations
• Crisis medication management
• Peer support services
• Mental health assessment and recommendations
• Care collaboration through integrated health home
• Warm line
• Care coordination and referrals

ASAC:
• Sobering unit
• Substance abuse assessment
• Medical detox
• Clinical management
• Care coordination and referrals

Foundation 2:
• Immediate triage of clients
• Intake and brief screening
• Suicide assessment and safety planning
• Crisis observation support
• Mobile crisis support with transportation
• Follow-up services – 24 hour, 7 day, and 30 day
• Care coordination and referrals

Penn Center:
• Crisis stabilization
• Crisis observation
• Subacute services
• Care coordination and referrals
APPENDIX B
Service Provider’s Responsibilities

Service Provider will be responsible for the following:

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

- Hiring and supervising a food service function (Penn Center)
APPENDIX C
Linn County’s Responsibilities
(Subject to change during Access Center operation)

Linn County will be responsible for the following:

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

• Provide utility, telephone and internet services (still need to determine who will be responsible for this and how it will be funded)
• Hiring and supervising a custodial function (still need to determine who will be responsible for this and how it will be funded)
APPENDIX D
Privacy Requirement

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

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

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

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

Qualified Service Organization Agreement Responsibilities:

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

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

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.
Mental Health Access Center
Linn County and Area Substance Abuse Council (ASAC) Agreement

This agreement is made and entered into this February 19, 2020 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Area Substance Abuse Council (ASAC) ("Provider"), with an office located at 3601 16th Ave, SW Cedar Rapids, IA 52404. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with ASAC. ASAC will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the ASAC is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the “Services”) described in the statement of work (the “Statement of Work”) attached hereto as Appendix A.
SECTION 2
Definitions

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

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

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

Subcontract: The act in which one party to the original contract enters into a contract with a third-party to provide some or all of the services listed in the original contract.

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

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 3
Duties of Provider

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

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

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.
Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center’s Director at least quarterly.

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

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

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

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

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

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

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.
SECTION 4
Duties of County

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

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

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

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

SECTION 5
Claims Submission and Payment

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

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

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.
SECTION 6
Relationship Between the Parties

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

SECTION 7
Hold Harmless and Indemnification

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

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

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.
SECTIONS 8

Liability Insurance

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

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

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

SECTION 9

Laws and Regulations

Section 9.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.
Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

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

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

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

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

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it. Provider shall limit access to the County’s facility to only those that need to be there for the operation of the Access Center.

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

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.
Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

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

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

SECTION 10

Term and Termination

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

Section 10.2 Term. The initial term of this Agreement shall start as of the date it is signed and continue to December 31, 2020. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

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

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

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider; (d) County's determination of inadequate funding; or (e) Provider's material breach of any of the terms or obligation of this Agreement.
For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

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

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

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
  Linn County Community Services
  Attention: Executive Director
  1240 26th Avenue Ct SW
  Cedar Rapids, IA 52404
Section 10.10 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

ASAC
Attention: Executive Director
3601 16th Ave. SW
Cedar Rapids, IA 52404

SECTION 11
Amendments

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

Section 11.2 Regulatory Amendment. County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 12
Other Terms and Conditions

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

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

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

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.
Section 12.6 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Section 12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

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

County: Linn County

By: ______________________________
Name: ____________________________
Title: ______________________________
Date: ______________________________

Provider: Area Substance Abuse Council

By: ______________________________
Name: ____________________________
Title: Executive Director
Date: 2/28/120 220
APPENDIX A
Statement of Work

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

Abbe Mental Health Access Center:
- Crisis psychiatric evaluations
- Crisis medication management
- Peer support services
- Mental health assessment and recommendations
- Care collaboration through integrated health home
- Warm line
- Care coordination and referrals

ASAC:
- Sobering unit
- Substance abuse assessment
- Medical detox
- Clinical management
- Care coordination and referrals

Foundation 2:
- Immediate triage of clients
- Intake and brief screening
- Suicide assessment and safety planning
- Crisis observation support
- Mobile crisis support with transportation
- Follow-up services – 24 hour, 7 day, and 30 day
- Care coordination and referrals

Penn Center:
- Crisis stabilization
- Crisis observation
- Subacute services
- Care coordination and referrals
APPENDIX B
Service Provider’s Responsibilities

Service Provider will be responsible for the following:

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

• Hiring and supervising a food service function (Penn Center)
APPENDIX C

Linn County’s Responsibilities
(Subject to change during Access Center operation)

Linn County will be responsible for the following:

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

- Provide utility, telephone and internet services (still need to determine who will be responsible for this and how it will be funded)
- Hiring and supervising a custodial function (still need to determine who will be responsible for this and how it will be funded)
APPENDIX D
Privacy Requirement

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

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

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

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

Qualified Service Organization Agreement Responsibilities:

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

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

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.
Mental Health Access Center  
Linn County and Foundation 2 Crisis Services Agreement

This agreement is made and entered into this February 5, 2020 by and between Linn County (“County”), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Foundation 2 Crisis Services (“Provider”), with an office located at 1714 Johnson Ave NW Cedar Rapids, Iowa 52405. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with Foundation 2 Crisis Services. Foundation 2 will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.
- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.
- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.
- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the “Services”) described in the statement of work (the “Statement of Work”) attached hereto as Appendix A.
# Table of Contents

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

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

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

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

**Subcontract:** The act in which one party to the original contract enters into a contract with a third-party to provide some or all of the services listed in the original contract.

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

**Protected Health Information:** Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 3
Duties of Provider

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

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

**Section 3.3 Background Checks.** Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual’s criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider’s leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.
Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center’s Director at least quarterly.

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

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

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

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

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

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

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.
SECTION 4
Duties of County

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

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

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

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

SECTION 5
Claims Submission and Payment

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

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

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.
SECTION 6
Relationship Between the Parties

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

SECTION 7
Hold Harmless and Indemnification

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

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

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.
SECTIONS 8
Liability Insurance

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

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

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

SECTION 9
Laws and Regulations

Section 9.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.
Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

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

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

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

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

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it. Provider shall limit access to the County’s facility to only those that need to be there for the operation of the Access Center.

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

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.
Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

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

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

SECTION 10
Term and Termination

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

Section 10.2 Term. The initial term of this Agreement shall start as of the date it is signed and continue to June 30, 2021. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

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

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

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider’s license, certification or accreditation; (b) Provider’s loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider; (d) County’s determination of inadequate funding; or (e) Provider’s material breach of any of the terms or obligation of this Agreement.
For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County’s material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

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

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

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
- Linn County Community Services
- Attention: Executive Director
- 1240 26th Avenue Ct SW
- Cedar Rapids, IA 52404
Section 10.10 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Foundation 2 Crisis Services
Attention: Emily Blomme, CEO
1714 Johnson Ave NW
Cedar Rapids, Iowa 52405

SECTION 11
Amendments

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

Section 11.2 Regulatory Amendment. County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 12
Other Terms and Conditions

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

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

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

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and County shall not use each other's name, symbol or service mark without prior approval of the other party.
Section 12.6 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Section 12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

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

County: 
Linn County

By: ______________________________
Name: __________________________
Title: ____________________________
Date: ____________________________

Provider: 
Foundation 2 Crisis Services

By: ______________________________
Name: Emily J. Blomme
Title: Chief Executive Officer
Date: 2/5/2020
APPENDIX A
Statement of Work

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

Abbe Mental Health Access Center:
• Crisis psychiatric evaluations
• Crisis medication management
• Peer support services
• Mental health assessment and recommendations
• Care collaboration through integrated health home
• Warm line
• Care coordination and referrals

ASAC:
• Sobering unit
• Substance abuse assessment
• Medical detox
• Clinical management
• Care coordination and referrals

Foundation 2:
• Immediate triage of clients
• Intake and brief screening
• Suicide assessment and safety planning
• Crisis observation support
• Mobile crisis support with transportation
• Follow-up services – 24 hour, 7 day, and 30 day
• Care coordination and referrals

Penn Center:
• Crisis stabilization
• Crisis observation
• Subacute services
• Care coordination and referrals
APPENDIX B
Service Provider’s Responsibilities

Service Provider will be responsible for the following:

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

• Hiring and supervising a food service function (Penn Center)
APPENDIX C
Linn County’s Responsibilities
(Subject to change during Access Center operation)

Linn County will be responsible for the following:

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

• Provide utility, telephone and internet services (still need to determine who will be responsible for this and how it will be funded)
• Hiring and supervising a custodial function (still need to determine who will be responsible for this and how it will be funded)
This Privacy Appendix is entered into by and between Linn County and Service Provider Center for Community Mental Health ("Provider") due to the requirements for privacy and security related to records and 42 CFR Part 2.

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

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

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

Qualified Service Organization Agreement Responsibilities:

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

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

(c) Provider acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.
Mental Health Access Center
Linn County and Penn Center, Inc Agreement

This agreement is made and entered into this 5th day of February, 2020 by and between Linn County ("County"), with its main office located at 935 2nd Street SW, Cedar Rapids, IA 52404, and Penn Center, Inc. ("Provider"), with an office located at 317 7th Ave. SE STE 304, Cedar Rapids, Iowa 52401. In consideration of the premises and promises contained herein, it is mutually agreed by and between County and Provider to the below terms and conditions.

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

- Linn County wishes to contract for services with Penn Center, Inc. Penn Center, Inc. will provide various behavioral health services (mental health, substance abuse and/or crisis services) for Clients of the Mental Health Access Center (Access Center). The services provided will be based on leading practices of the respective field where the service provider is operating for all aspects of Client care, employing qualified employees, billing for services, quality control, etc.

- Linn County is a governmental entity organized under the Code of Iowa, governed by the Linn County Board of Supervisors.

- Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health, substance abuse or crisis services and is interested in contracting with County to provide covered services.

- Provider possesses specialized knowledge and skills not possessed by currently available County staff members and which are necessary to provide certain services to individuals in need. Therefore, County desires to retain Provider and Provider desires to provide to County the services (the "Services") described in the statement of work (the "Statement of Work") attached hereto as Appendix A.
# Table of Contents

SECTION 2 .......................................................................................................................... 3
  Definitions ......................................................................................................................... 3

SECTION 3 .......................................................................................................................... 3
  Duties of Provider .......................................................................................................... 3

SECTION 4 .......................................................................................................................... 5
  Duties of County ............................................................................................................ 5

SECTION 5 .......................................................................................................................... 5
  Claims Submission and Payment .................................................................................. 5

SECTION 6 .......................................................................................................................... 6
  Relationship Between the Parties .................................................................................. 6

SECTION 7 .......................................................................................................................... 6
  Hold Harmless and Indemnification ............................................................................. 6

SECTIONS 8 ......................................................................................................................... 7
  Liability Insurance .......................................................................................................... 7

SECTION 9 .......................................................................................................................... 7
  Laws and Regulations ...................................................................................................... 7

SECTION 10 ......................................................................................................................... 9
  Term and Termination ..................................................................................................... 9

SECTION 11 ......................................................................................................................... 11
  Amendments .................................................................................................................... 11

SECTION 12 ......................................................................................................................... 11
  Other Terms and Conditions ......................................................................................... 11

APPENDIX A ....................................................................................................................... 13
  Statement of Work ......................................................................................................... 13

APPENDIX B ....................................................................................................................... 14
  Penn Center, Inc. Responsibilities .................................................................................. 14

APPENDIX C ....................................................................................................................... 15
  Linn County’s Responsibilities ....................................................................................... 15

APPENDIX D ....................................................................................................................... 155
SECTION 2
Definitions

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

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

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

Subcontract: The act in which one party to the original contract enters into a contract with a third-party to provide some or all of the services listed in the original contract.

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

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 3
Duties of Provider

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

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

Section 3.3 Background Checks. Prior to providing any Services under this Agreement, Provider will conduct background checks on each individual Provider intends to assign to this Agreement, which background checks must include, at a minimum, items with respect to each individual's criminal, sexual offender, child abuse, dependent adult abuse, and verification of credentials/licenses. To the extent allowable by law, Provider will not permit any individual whose background check contains adverse results in the aforementioned areas to perform work under this Agreement, unless the person has been authorized for the involved position by the Iowa Department of Human Services (DHS) standard approval process or consistent with provider's leading practice criteria for hiring for the position involved. Provider will maintain proof that background checks were completed with satisfactory results, and will provide the County with verification of their process upon request.
Section 3.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow County access to books and records, for purposes of appeals, utilization, review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination for all services provided at the Access Center.

Section 3.5 Operational Reports. Provider shall submit mutually agreed upon de-identified operational data to the Access Center’s Director at least quarterly.

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

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

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

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

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

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

Other than the above restrictions, Provider represents and warrants that Provider is not party to or subject in any way to any non-competition or non-solicitation agreement with any person or entity.
SECTION 4
Duties of County

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

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

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

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

SECTION 5
Claims Submission and Payment

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

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

Section 5.3 Other Provider Payments. The Provider has the right to receive and retain all other direct payments received related to their involvement in the Access Center. This might include grants, Region support, State support, and other sources.
SECTION 6
Relationship Between the Parties

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

SECTION 7
Hold Harmless and Indemnification

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

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

Section 7.3 Assist in the Defense of Claims. During and after the term of this Agreement, the Parties agree to assist the other in connection with the defense of any claim involving Access Center.
SECTIONS 8
Liability Insurance

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

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

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

SECTION 9
Laws and Regulations

Section 9.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws. Provider shall be licensed by appropriate agencies, regulatory entities, etc.

Section 9.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure mental health, substance abuse and crisis services are rendered to Clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 9.3 Equal Opportunity Employer. County is an equal employment opportunity employer. County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with County's Equal Employment Policy.
Section 9.4 Confidentiality of Records. County and Provider agree to maintain the confidentiality of all information regarding Services provided to Clients under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996 and 42 CFR Part 2. Provider acknowledges, consistent to appendix D, that in receiving, storing, processing, or otherwise dealing with information from Clients, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records.

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

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

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

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

Section 9.5 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it. Provider shall limit access to the County’s facility to only those that need to be there for the operation of the Access Center.

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

Section 9.7 Non-assignability. Provider shall not assign, transfer, or subcontract this entire Agreement. This section is not intended to prohibit providers from using independent contractors.
Section 9.8 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.

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

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

SECTION 10
Term and Termination

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

Section 10.2 Term. The initial term of this Agreement shall start as of the date it is signed and continue to December 31, 2020. This Agreement shall be renewed or renegotiated on an annual calendar year basis, unless terminated earlier by either party in accordance with this Agreement.

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

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

Section 10.5 Termination With Cause by County. County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider; (d) County's determination of inadequate funding; or (e) Provider's material breach of any of the terms or obligation of this Agreement.
For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 10.6 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of County's material breach of any of the terms or obligations of this agreement or insufficient funding.

For other terms or obligations of this Agreement breached by the County, the following termination procedures shall apply. Prior to terminating the contract, Provider shall notify the County in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to the Provider. In the event that the County fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the Provider may notify the County, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

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

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

Section 10.9 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Community Services
Attention: Executive Director
1240 26th Avenue Ct SW
Cedar Rapids, IA 52404
Section 10.10 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
Penn Center, Inc.
Attention: Diane Brecht
317 7th Ave SE
Cedar Rapids, IA 52401

SECTION 11
Amendments

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

Section 11.2 Regulatory Amendment. County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 12
Other Terms and Conditions

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

Section 12.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of County.

Section 12.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of County. This section is not intended to prohibit providers from using independent contractors.

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

Section 12.5 Rights of Provider and County. Provider agrees that County may use Provider’s name, address, telephone number, and description of Provider and Provider’s care and specialty services in any promotional activities. Otherwise, Provider and County shall not use each other’s name, symbol or service mark without prior approval of the other party.
Section 12.6 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Section 12.10 No Third Party Beneficiary Rights. The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the parties.

Section 12.11 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Iowa, without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

Section 12.12 Construction. This Agreement shall not be construed more strongly against either party regardless of which party was more responsible for its preparation. The captions in this Agreement have been inserted solely for convenience of reference and are shall have no effect upon construction or interpretation.

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

County:  
Linn County

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Provider:  
Penn Center, Inc.

By: ____________________________
Name: Diane Brecht, MSN, RN
Title: Vice Pres. Innovation + Clinical Services
Date: 2/20/20
APPENDIX A
Statement of Work

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

Abbe Mental Health Access Center:
• Crisis psychiatric evaluations
• Crisis medication management
• Peer support services
• Mental health assessment and recommendations
• Care collaboration through integrated health home
• Warm line
• Care coordination and referrals

ASAC:
• Sobering unit
• Substance abuse assessment
• Medical detox
• Clinical management
• Care coordination and referrals

Foundation 2:
• Immediate triage of clients
• Intake and brief screening
• Suicide assessment and safety planning
• Crisis observation support
• Mobile crisis support with transportation
• Follow-up services – 24 hour, 7 day, and 30 day
• Care coordination and referrals

Penn Center:
• Crisis stabilization
• Crisis observation
• Subacute services
• Care coordination and referrals
APPENDIX B
Penn Center, Inc. Responsibilities

Penn Center, Inc. will be responsible for the following:

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

• Hiring and supervising a food service function (Penn Center)
Appendix C

Linn County’s Responsibilities

(Subject to change during Access Center operation)

Linn County will be responsible for the following:

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

• Provide utility, telephone and internet services
• Hiring and supervising a custodial function
APPENDIX D
Privacy Requirement

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

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

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

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

Qualified Service Organization Agreement Responsibilities:

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

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

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