Call to Order

Pledge of Allegiance

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

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

Reports
Receive and place on file the Sheriff’s Quarterly Report for October 1 to December 31, 2019 totaling $1,476,794.

Resolutions
Resolution to approve Rolling Acres Greens, preliminary plat case JP20-0001. Request for 4 lots, 49.14 total acres at 4761 Rolling Acres Road in the NE NW 5-85-8, by IA Investments, LLC

Resolution to approve Residential Parcel Split for Stallman’s Third Addition Case JPS20-0001

Repeal and replace resolution 1979-12-233 to establish stop regulations to stop eastbound traffic on Commune Court and Macon Drive at the intersection of Blairs Ferry Road.

Repeal and replace resolution 1996-1-14 to establish stop regulations to stop westbound traffic on Plumberry Road at the intersection with Honey Grove Road.

Contract and Agreements
Approve and authorize Chair to sign a three year service agreement with Shred-it for the handling of the County’s shredding needs

Approve and authorize Chair to sign an Agreement between Linn County and Septagon Construction Co., Inc. for the LIFTS Relocation project in the amount of $390,000

Approve and authorize Chair to sign 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.
Approve and authorize Chair to sign a project agreement between Linn County and the Troy Mills Cemetery Association of Linn County. Linn County will haul and spread rock on an interior road and the Troy Mills Cemetery Association will reimburse the county.

**Licenses & Permits**

Approve Class B Beer Permit for Kernels Concessions – Prospect Meadows, 1850 Prospect Drive, noting all conditions have been met.

Approve Class B Beer Permit for Kernels Concessions, 7251 Mt. Vernon Rd. SE, noting all conditions have been met.

**Regular Agenda**

**Discuss and Decide on Consent Agenda**

**Minutes**
Discuss and decide on meeting minutes.

**Public hearing on the Fiscal Year 2021 SF 634 Max Levy Notice**

Adopt resolution on the total maximum property tax dollars, authorize publication of proposed Fiscal Year 2021 budget and set public hearing date and time.

Public hearing and first consideration for a proposed Ordinance Regulating the Operation of All-Terrain Vehicles and Off-Road Vehicles in Linn County, Iowa.

Discuss and decide on increasing Township Officials wages from $12.50 to $15.00 per hour.

Discuss and decide on notice of award of contract for the Linn County Fillmore Building Reroofing project

**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.

**Claims**
Discuss and decide on claims.

**Board Member Reports**

**Legislative Update**

**Correspondence**

**Appointments**

**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
SHERIFF'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

October 1, 2019, to December 31, 2019

SERVICE FEES/MILEAGE $263,840.00
JUVENILE TRANSPORT $27,767.00
SEX OFFENDER REGISTRY $845.00
DRIVING RECORD FEES $6.00
REPRODUCTION (COPY) FEES $1,562.00
MISCELLANEOUS FEES $1,100.00
INTEREST $155.00
CARE OF PRISONERS $883,185.00
PRISONER RM/BRD 40% $44,970.00
WORK RELEASE FEES $28,840.00
JAIL COMMISSIONS $56,690.00
WEAPONS CARRY/PURCHASE PERMITS $27,376.00
COLLECTION OF FINES $140,458.00

QUARTERLY TOTAL $1,476,794.00

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

Brian D. Gardner, Linn County Sheriff

Dated 2/25/00
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING PRELIMINARY PLAT

WHEREAS, IA Investments, LLC, property owner, has filed for the approval of a preliminary plat of ROLLING ACRES GREENS FIRST ADDITION to Linn County, Iowa, (Case # JP20-0001) a subdivision of real estate described as a parcel located at 4761 ROLLING ACRES RD in the NE NW 05-85-08, Linn County, Iowa.

WHEREAS, said plat is by, and with free consent of the proprietors.

WHEREAS, on FEBRUARY 17, 2020 the Linn County Planning and Zoning Commission recommended approval subject to staff report and conditions being met, conditions listed below:

LINN COUNTY SECONDARY ROAD DEPARTMENT
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 § (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.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. See conditions on related case JP20-0001.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
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.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said preliminary plat is hereby approved.
Passed and approved this 4th day of March, 2020.

Linn County Board of Supervisors

____________________________
Chair

____________________________
Vice Chair

____________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:
Attest:

____________________________
Joel Miller, Linn County Auditor

Linn County Engineer

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

___ Aye ___ Nay ___ Abstain ___ Absent

________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________,
on this _____ day of__________________, 2020.

________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of STALLMAN'S THIRD ADDITION (Case # JPS20-0001) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A has been filed for approval, a subdivision of real estate located in the SENW 06-82-08 of Section 6, Township 82 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the NE Corner of said SE 1/4 NW FRL 1/4; thence S88°48'20"W along the north line of said SE 1/4 NW FRL 1/4, 647.53 feet to the Point of Beginning; thence S01°05'07"E, 457.00 feet; thence S88°50'12"W, 621.79 feet; thence N03°37'06"W, 457.04 feet to said north line; thence N88°48'20"E along said north line, 635.07 feet to the Point of Beginning, containing 6.59 acres which includes 0.58 acres of road right of way

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of DECEMBER 18, 2020 as last amended on JANUARY 21, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40' of right-of-way on Morgan Valley Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
1. No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
1. No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
1. No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The
   “Acceptance of Conditions” form states that the owner understands and agrees to comply with the
   agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Fairfax. 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.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the
   remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the
   remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable
   until brought into conformance with the Linn County UDC and will require the note: “This parcel may only
   be developed in accordance with all development regulations in effect at the time development is
   proposed” on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted
   for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa,
       dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or
        encumbrance on the property as well as a release of all streets, easements, or other areas to be
        conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be
        attached to the deed and shall become a separate entry on the abstract of title for all the property
        that is subject of the permit or development as per Article V, Section 107-91, §(h) of the Unified
        Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any
       other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before
     JANUARY 21, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of
     that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

     NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said
     plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter
     approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to
     sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.
NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by MARCH 4, 2021 to be valid.

Passed and approved this 4TH day of MARCH, 2020.

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor

______________________________
Supervisor

______________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

______________________________
Joel Miller, Linn County Auditor
Linn County Engineer

Brad Ketels, Engineer

,) ) SS
) )

State of Iowa  County of Linn

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

___ Aye ___ Nay ___ Abstain ___ Absent

__________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ________________________,
on this ____ day of ____________________, 2020.

__________________________
Notary Public State of Iowa
RESOLUTION NO. 2020 - ________

ESTABLISH STOP REGULATIONS
(SUPERCEDES RESOLUTION 1979-12-233)

WHEREAS, the following intersections located in Linn County have been reviewed by the Linn County Secondary Road Department; and,

WHEREAS, the Linn County Board of Supervisors previously passed and approved Resolution 1979-12-233 stopping westbound traffic on Commune Court and Macon Drive at the intersection with Blairs Ferry Road; and,

WHEREAS, the Linn County Board of Supervisors desires to repeal and replace Resolution 1979-12-233 to revise the direction of traffic to stop.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that Resolution 1979-12-233 is hereby repealed and replaced with this resolution.

BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following location.

- Stop eastbound traffic on Commune Court and Macon Drive at the intersection with Blairs Ferry Road in section 26-84-8.

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor ___________ Seconded by Supervisor ___________ that the above resolution be adopted this ___ day of ____________, 202__ by a vote of ___ aye ___ nay and ______ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

______________________________
Chairperson

______________________________
Vice Chairperson

______________________________
Supervisor

ATTEST:

______________________________
Linn County Auditor
STOP SIGN
COMMUNE COURT AND MACON DRIVE
INTERSECTION WITH BLAIRS FERRY ROAD
RESOLUTION NO. 2020 -   -

ESTABLISH STOP REGULATIONS
(SUPERCEDES RESOLUTION 1996-1-14)

WHEREAS, the following intersection located in Linn County has been reviewed by the Linn County Secondary Road Department; and,

WHEREAS, the Linn County Board of Supervisors previously passed and approved Resolution 1996-1-14 stopping eastbound traffic on Plumberry Road at the intersection with Honey Grove Road; and,

WHEREAS, the Linn County Board of Supervisors desires to repeal and replace Resolution 1996-1-14 to revise the direction of traffic to stop.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors that Resolution 1996-1-14 is hereby repealed and replaced with this resolution.

BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following location.

- Stop westbound traffic on Plumberry Road at the intersection with Honey Grove Road in section 7-82-6 and 12-82-7.

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor Seconded by Supervisor that the above resolution be adopted this day of , 20 by a vote of aye nay and abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

_________________________________
Linn County Auditor
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.
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2
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:
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:** Kathy Johnson

**Name:** Kathy Johnson

**Title:** Executive Director

**Date:** 2-6-2020
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.
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SECTION 2
Definitions

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

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

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

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

**Client Authorization:** A Client authorization is 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 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
Date: ________2/21/20______
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

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
(Surface 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.
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SECTION 2
Definitions

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

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

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

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

Client Authorization: A Client authorization is 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)
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.
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SECTION 2
Definitions

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

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

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

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

Client Authorization: A Client authorization is 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:

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, VP
Title: Vice Pres. Innovation + Clinical Services
Date: 2/4/20
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
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.
COUNTY AND TROY MILLS CEMETERY ASSOCIATION OF LINN COUNTY
PROJECT AGREEMENT

This agreement entered into this __24__ day of __Feb__, by and between Linn County, Iowa, hereinafter referred to as County, and the Troy Mills Cemetery Association of Linn County, hereinafter referred to as Cemetery.

WHEREAS, both the County and the Cemetery are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County haul and spread approximately 150 tons of Class A choke stone on an interior road, to be constructed by a private contractor per Troy Mills cemetery associations choosing, prior to the rock material being placed.

WHEREAS, the Cemetery trustees and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the Cemetery and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK – The Cemetery will be responsible for grading activities to prep the interior road for the placement of rock surfacing. The County will haul and spread Class A choke stone, to construct a road that is approximately 420’L x 16”W x 4”D, which equates to approximately 150 tons. The County will not be responsible for grading the rock after the material has been spread. The Cemetery will be responsible for all finish grading activities.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
4) ADMINISTRATION - The County shall be responsible for the administration of this project.

5) The Cemetery and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or Cemetery or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The Cemetery and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the Cemetery or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The Cemetery shall reimburse the County for the actual cost based on estimates for the portion of the project within their cemetery limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

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This reimbursement is due upon completion and final acceptance of the work.

8) TERMINATION:
   a) This Agreement shall be considered binding upon the Cemetery and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the Cemetery and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _____ day of _____, _____, and by the Cemetery on the 24th day of February, 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

TROY MILLS CEMETERY TRUSTEES

ATTEST:

LINN COUNTY AUDITOR