LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Monday, September 28, 2020
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on actions related to the storm of August 10, 2020

Discuss and decide on deferring burning permit requirements until December 31, 2020 due to the storm of August 10, 2020

Discuss a Vacancy Form requesting a Tracker position for Juvenile Detention & Diversion Services

Discuss a Behavioral Health Services Agreement between Linn County and St. Luke’s Methodist Hospital.

Discuss proposed Board of Supervisors Policy Number PM-024 – Time Reporting

Discuss a mechanical and electrical design services contract for the County Attorney office remodel 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.

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

Claims
Discuss and decide on claims.

Correspondence

Appointments
JOINT MEETING WITH LINN COUNTY CONSERVATION BOARD
11 a.m.
Wapsi Bluff Shelter at Pinicon Ridge Park
4729 Horseshoe Falls Road, Central City IA 52214

Meet with the Linn County Conservation Board to discuss and tour areas of mutual interest including:

- Discuss upcoming bond projects
- Discuss renaming Squaw Creek & Squaw Creek Park
- Alliant Corridor discussion
- Riverside playground
- Group camp
- Central City dam
- Plains Campground
- Potential campground expansion area

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 1-800-945-0974, access code 501116
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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.
VACANCY FORM

SELECT ONE:
☑ NEW POSITION

☑ REPLACEMENT

REPLACES: ________________________________

SELECT ONE:
☐ NEW JOB CLASSIFICATION

☑ EXISTING JOB CLASSIFICATION

JOB TITLE: Tracker- MALE

SHIFT/HOURS: Mon-Friday 11am-7:30pm

NUMBER OF POSITIONS: 1

DEPARTMENT: JDDS

VACANCY DATE: 9/25/20

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☑ OTHER: We have a staff on an extended medical leave

NEW POSITION FUNDING SOURCE(S):
Covered by grant, and will attempt to absorb by attribution

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:
☐ FULL-TIME ☐ PART-TIME # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☑ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ___________________________ 9-24-2020

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _______________________________ STARTING SALARY: _______________________

HR DIRECTOR COMMENTS: ________________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

APPROVED BY: ___________________________ 9-25-20

HUMAN RESOURCES DIRECTOR

APPROVED BY: ___________________________ 9/25/2020

FINANCE/BUDGET DIRECTOR

APPROVED BY: ___________________________ DATE

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
BEHAVIORAL HEALTH SERVICES AGREEMENT

This BEHAVIORAL HEALTH SERVICES Agreement (this "Agreement") is made effective as of October 1, 2020 (the "Effective Date"), by and between St. Luke's Methodist Hospital, an Iowa nonprofit corporation ("St. Luke's"), and Juvenile Detention and Diversion Services, a subdivision of the Linn County Community Services Department ("JDDS"), (together with St. Luke's, the "Parties" and each a "Party.")

Recitals

WHEREAS, J DDS needs qualified behavioral health therapy and consulting services for its residents, and

WHEREAS, St. Luke's employs or engages behavioral health professionals qualified to perform behavioral health therapy and consulting services for J DDS.

NOW, THEREFORE, in consideration of the mutual promises and other consideration set forth herein, the parties agree as follows:

1. SERVICES. St. Luke's shall provide one or more qualified behavioral health professionals ("Counselors") to provide individual and group therapy and behavioral health consultation (the "Services"). At the request of J DDS, the Counselor will be available to provide other appropriate services that are within the scope of Counselor's practice and expertise.

2. GENERAL CONDITIONS. The following general conditions govern performance under this Agreement:

   a. Treatment Policies. St. Luke's and Counselors shall abide by St. Luke's and J DDS treatment policies and provide the Services without regard to race, color, national origin, sex, gender identity, age, handicapping condition, or other factors unrelated to the patient's need for services and Counselors' ability to provide such services.

   b. Records. All medical records are the property of J DDS. J DDS and Counselors shall prepare and maintain such records in accordance with J DDS policies and complete all records and reports in a timely fashion. J DDS and Counselors shall maintain the confidentiality of all medical records and confidential clinical information concerning patients.

   c. Applicable Standards. All services shall be rendered to the best of the Counselor's abilities and in accordance with ethical and professional standards, the standards and guidelines of governing state regulatory agencies, and the policies, standards, bylaws, rules, regulations and procedures of St. Luke's and J DDS.
d. **Current Knowledge.** Counselors shall have the expertise necessary to provide Services for JDDS. Counselors assigned to staff this Agreement shall maintain and demonstrate current working knowledge in all aspects of the field(s) relevant to Counselor’s responsibilities under this Agreement.

e. **Independent Medical Judgment.** Counselors shall use their best professional judgment in determining when, how, where, and whether to render treatment to individual patients. JDDS shall not have, exercise, or attempt to exercise any control over the professional judgment and decision making of Counselors.

3. **COUNSELOR QUALIFICATIONS.** Each Counselor providing Services under this Agreement must continuously meet the following qualifications:

   a. **License/Certification.** Hold a current, unrestricted license/certificate to practice in Iowa.

   b. **Insurance.** Maintain current professional liability coverage in the form and manner required hereunder.

   c. **Other Qualifications.** Meet any other qualification established under the terms of this Agreement.

4. **PROFESSIONAL LIABILITY COVERAGE.** St. Luke’s shall maintain, at all times that a claim could be brought against St. Luke’s or against any individual Counselor for services rendered under or during this Agreement, professional liability coverage insuring against such claims in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per policy year.

5. **BILLING; FEE FOR SERVICES.** For all Services provided under this Agreement, JDDS shall pay St. Luke’s according to the fee schedule set forth on Exhibit A attached hereto and incorporated herein. St. Luke’s shall submit an invoice to JDDS monthly (within 30 days of the end of the month) itemizing all Services performed in the previous month that are payable by JDDS. JDDS shall pay invoices within thirty (30) days of receipt, subject to verification of charges.

6. **TERM AND TERMINATION.** The initial term of this Agreement shall be one (1) year commencing October 1, 2020; provided, however, that this Agreement shall automatically renew for successive periods of one (1) year each, unless either party gives the other party notice of termination ninety (90) days prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than sixty (60) days' prior notice of termination in writing, specifying the effective date of termination.

b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided, that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.

c. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction creates an unreasonable risk of sanction, prosecution, or assessment to the party giving notice. The parties acknowledge that this Agreement is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and agree to negotiate in good faith to reform or modify this Agreement in the event of regulatory changes as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.

d. **Effect of Termination.** Upon termination of this Agreement, Counselors shall vacate any space and cease using any equipment, personnel, services or supplies furnished to Counselors solely on account of St. Luke's contractual responsibilities under this Agreement.

7. **CONFIDENTIALITY.** St. Luke's, JDDS and Counselors shall maintain the confidentiality of patient information obtained during the performance of Services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act.

8. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

   a. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Agreement will not be affected or impaired thereby unless the effect of doing so is to substantially impair the underlying purposes of the parties in entering into this Agreement or to substantially alter the underlying rights and obligations of the parties.
(Exhibit A)

Fee Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Provider Consultation with staff &amp;/or residents</td>
<td>$75/hr</td>
</tr>
</tbody>
</table>
I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide time reporting requirements for all employees of Linn County. Accurately reporting time worked is the responsibility of every nonexempt employee. Linn County must keep an accurate record of time worked to calculate employee pay and benefits in accordance with the Fair Labor Standards Act (FLSA). Employees are required to maintain their working hours utilizing the electronic timekeeping system purchased by Linn County for this purpose.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor’s Office, Public Health and Conservation employees; and temporary, seasonal or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

A “work hour” is any hour of the day that is worked and authorized to be worked and should be recorded to the nearest tenth of an hour.

“Authorized hours” are work hours that a manager assigns to complete a task.

The “workday” is defined as eight hours of authorized work for full-time employees typically, but not exclusively, between 8:00 a.m. and 5:00 pm, Monday through Friday. Employees may also be assigned to alternative schedules with the authorization of their managers and according to applicable contract provisions. For example, Secondary Road employees work four ten hour days during the summer months between Memorial Day and Labor Day. Employees who work in 24/7
operations will have schedules that necessarily differ from standard work days and include 2 - 3 shifts in any 24 hour period (i.e., 8 hours, 3 shifts; 12 hours, 2 shifts).

The “workweek” covers seven consecutive days beginning on Saturday beginning at 12:00 a.m. and ending on Friday at 11:59 p.m.* The usual workweek period is 40 hours except for certain positions in the Sheriff’s Office which may follow a different FLSA period. All employees are paid bi-weekly on Friday and the pay covers the pay period through the Friday preceding payday.

“Overtime” is defined as authorized hours worked by a non-exempt (or hourly) employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. No employee shall perform work outside their regularly scheduled shift without prior approval from their supervisor.

"Auto Pay" is defined as a feature in an electronic timekeeping system that automatically generates a timesheet for an employee who works a standard 8-5 shift with an hour unpaid for lunch, for example. This is typically used for salaried, exempt employees and may be allowed in certain, limited, circumstances for hourly employees after consultation with the HR Director. It should not be widely used as County bargaining unit contracts require that hourly employees punch in and out for their shifts.

*The final shift at the end of the workweek for certain positions in the Sheriff’s Office may cross over into the new workweek. All hours worked during the cross over shift will be considered as part of the workweek ending on Friday. For JDDS employees, all hours worked during the cross over shift will be considered as part of the new workweek starting on Saturday.

V. PROVISIONS

Timekeeping Procedures

Employees will punch daily and submit their time records bi-weekly as directed by their managers, either online using a computer, County-issued iPad, tablet or mobile phone or by means of a time clock. All hourly employees must punch in and out for their shifts and meal periods unless the employee has a shift where the meal period is paid.** Paper timesheets will be discontinued as quickly as departments still using paper timesheets can be transitioned to the new electronic system. Any time record submitted after the bi-weekly payroll deadline will result in those hours worked being included in the next regular pay cycle.

Time records must show all hours worked using project codes, departmental codes, and labor distribution codes where applicable. Time away from work (TAFW) must be recorded each week (i.e., vacation time, sick time). Time records should not be completed in advance.

**Field staff should punch in and out for meal period if they are using a mobile application on a County-issued cell phone. Otherwise, employees should enter their meal periods into their electronic time record once they return to their work site.

Time worked includes all time that an employee is required to be performing duties for the County. Time worked is used to determine overtime pay required for non-exempt employees. Per Linn County’s collective bargaining agreements, paid time away from work goes above the requirements of the Fair Labor Standards Act and counts the following provisions as time worked:

- **Work away from premises or at home.** If approved, work performed off the premises or job site or at home by a non-exempt employee will be counted as time worked. A nonexempt employee will not be permitted to perform work away from the premises, job site or at home unless approved in advance in writing by the department director.
- Unauthorized overtime. If an employee works unauthorized overtime, they must be paid for the hours worked; however, they may be subject to discipline for violating the work rule/directive/policy.

- Break time. Rest periods of 15 minutes or less are counted as time worked.

- Paid leave. Approved paid leave absences, including but not limited to sick leave, vacation leave, personal days, holiday leave, military leave (up to 30 calendar days), jury duty, bereavement leave, compensatory time used, voting time off, and worker’s compensatory leave are counted towards reaching the overtime threshold of 40 hours in workweek.

Time not worked includes all time that an employee is not “on the clock.” Some examples would be as follows:

- **Lunch or dinner periods.** Uninterrupted time off for lunch or dinner is not counted as time worked unless the employee has a shift that includes meal periods (i.e., Direct Support Staff, Youth Counselor, etc.)
- **“J” time is not hours worked and therefore does not count towards overtime calculations.**
- **Dock** time (no pay) is not hours worked and therefore does not count towards overtime calculations.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any departure from work for personal reason (i.e., doctor’s appointment).

Linn County has a 6 minute rounding rule when punching IN and OUT at time clocks or other electronic timekeeping devices. The following chart shows how each 6 minutes within a 60 minute period rounds to the nearest 10\(^{th}\) of an hour.

**Rounding Chart**

<table>
<thead>
<tr>
<th>Punch</th>
<th>Tenth</th>
<th>Rounded Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>.57 - .02</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>.03 - .08</td>
<td>0.10</td>
<td>0.06</td>
</tr>
<tr>
<td>.09 - .14</td>
<td>0.20</td>
<td>0.12</td>
</tr>
<tr>
<td>.15 - .20</td>
<td>0.30</td>
<td>0.18</td>
</tr>
<tr>
<td>.21 - .26</td>
<td>0.40</td>
<td>0.24</td>
</tr>
<tr>
<td>.27 - .32</td>
<td>0.50</td>
<td>0.30</td>
</tr>
<tr>
<td>.33 - .38</td>
<td>0.60</td>
<td>0.36</td>
</tr>
<tr>
<td>.39 - .44</td>
<td>0.70</td>
<td>0.42</td>
</tr>
<tr>
<td>.45 - .50</td>
<td>0.80</td>
<td>0.48</td>
</tr>
<tr>
<td>.51 - .56</td>
<td>0.90</td>
<td>0.54</td>
</tr>
</tbody>
</table>

Exempt (or salaried) employees are management employees who do not qualify for overtime. Exempt employees do not punch in and out on a daily basis; however, they are expected to record all leave time taken. Flexible time is allowed up to a certain threshold as outlined in the Management, Non-Bargaining and Confidential Manual.
A. Each employee will
   1. Maintain an accurate daily record on his or her time electronic record of hours worked.
   2. Request authorization for time away from work. All absences from work schedules should be appropriately authorized, recorded and coded.
   3. Obtain correct project/departmental codes, overtime or premium codes and overhead codes, if applicable.
   4. Obtain approval for any overtime, compensatory time or premium pay adjustments to be made in the workweek.
   5. Sign his or her completed electronic time record to certify the accuracy of all time recorded.
   6. Submit the time record to the manager or timekeeper by the department payroll deadline. The manager will review and then approve the time record before submitting it for payroll processing.
   7. Notify the department manager of any reporting time errors immediately.

B. Each Manager Will
   1. Ensure that all employees maintain accurate time records.
   2. Ensure that employees reporting to him or her have the correct project/departmental codes, overtime or premium codes and overhead codes for their assignments if applicable.
   3. Provide approval for overtime, compensatory time, premium pay or paid leave.
   4. Approve time records and submit them to payroll by the Auditor’s Office deadline for submittal.

   Note: Timekeepers/payroll processors should assist the department managers for whom they process payroll in making sure that all time submitted has the appropriate authorizations and follows FLSA and contract requirements.

C. Payroll staff will:
   1. Verify that employee time records have been properly authorized and follow labor contract provisions.
   2. Ensure that all employees are paid earned wages/salaries at appropriate rates on appropriate dates in accordance with federal and state regulations.
   3. Make available bi-weekly earnings statements via electronic means (except for those few grandfathered employees who still receive paper checks).
   4. Post all time and labor charges to the labor distribution and allocation journals.

VI. ENFORCEMENT

Employees who do not follow the procedures set forth in this policy may be subject to disciplinary action. Altering, falsifying, tampering with your or others’ time records or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.