

**BOARD OF SUPERVISORS**

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Wednesday, March 18, 2020

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

**Call to Order**

**Pledge of Allegiance**

**Public Comment: Five Minute Limit per Speaker**

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

**Consent Agenda**

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

**Reports**

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of February 2020.

**Resolutions**

Resolution to award contract for project M-BOY SCOUTS RD(20), a 1" asphalt scratch course on Boy Scouts Road and Duck Pond Road from Waubeek to Sawyer Road, to LL Pelling Co., Inc. in the amount of \$407,907.30, and to authorize Bradley J. Ketels, County Engineer, to execute the contract.

**Contract and Agreements**

Approve and authorize Chair to sign the Business Associates Agreement between Linn County Juvenile Detention and Reutzel Pharmacy

Approve and authorize Chair to sign the Addendum to the Agreement between Omnilink Systems Inc. and Linn County Juvenile Detention

Approve and authorize Chair to sign an Amendment to an existing Professional Services Agreement between Linn County and New Venture Advisors for a Linn County Food System Assessment.

**Licenses & Permits**

Approve Liquor License for Casey's General Store, 888 Vernon Valley Dr., noting all conditions have been met.

Approve Class B Beer Permit for Gardner Golf Course, 5101 Golf Course Rd., noting all conditions have been met.

## **Regular Agenda**

### **Discuss and Decide on Consent Agenda**

#### **Minutes**

Discuss and decide on meeting minutes.

Update on Linn County's response to COVID-19.

Discuss and decide on suspending fare collection for LIFTS rides until further notice

#### **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](mailto:bd-supervisors@linncounty.org).

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR  
 RECEIPTS AND DISBURSEMENTS  
 MONTH OF FEBRUARY 2020

RECEIVED  
 MAR 10 2020  
 LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,183,145.50		\$ 3,993,286.00		\$ 3,993,286.00	\$ 3,183,145.50
USE TAX	\$ 1,925,521.06		\$ 2,479,350.55		\$ 2,479,350.55	\$ 1,925,521.06
SURCHARGE	\$ 23,670.00		\$ 27,225.00		\$ 27,225.00	\$ 23,670.00
AMATEUR RADIO	\$ 95.00		\$ 90.00		\$ 90.00	\$ 95.00
BLACK OUT	\$ 30,497.00		\$ 32,726.00		\$ 32,726.00	\$ 30,497.00
BREAST CANCER	\$ 60.00		\$ 90.00		\$ 90.00	\$ 60.00
BRONZE STAR	\$ 20.00		\$ 25.00		\$ 25.00	\$ 20.00
CATTLEMAN	\$ 55.00		\$ 185.00		\$ 185.00	\$ 55.00
CHOOSE LIFE	\$ 15.00		\$ 10.00		\$ 10.00	\$ 15.00
ISU	\$ 375.00		\$ 313.00		\$ 313.00	\$ 375.00
U OF I	\$ 1,145.00		\$ 1,469.00		\$ 1,469.00	\$ 1,145.00
UNI	\$ 65.00		\$ 45.00		\$ 45.00	\$ 65.00
OTHER COLLEGE PL	\$ 309.00		\$ 278.00		\$ 278.00	\$ 309.00
PERS PLATE	\$ 2,471.00		\$ 2,605.00		\$ 2,605.00	\$ 2,471.00
DECAL	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
DUCKS UNLTD	\$ 35.00		\$ 10.00		\$ 10.00	\$ 35.00
EDUCATION	\$ 35.00		\$ 20.00		\$ 20.00	\$ 35.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 1,112.85		\$ 2,091.05		\$ 2,091.05	\$ 1,112.85
FALLEN OFFICER	\$ 120.00		\$ 80.00		\$ 80.00	\$ 120.00
FIREFIGHTER	\$ -		\$ 50.00		\$ 50.00	\$ -
GOD BLESS	\$ 85.00		\$ 105.00		\$ 105.00	\$ 85.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 10.00		\$ -		\$ -	\$ 10.00
IOWA AG LITERACY	\$ -		\$ 50.00		\$ 50.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 25.00		\$ 56.00		\$ 56.00	\$ 25.00
MCYCLE RIDER	\$ 25.00		\$ 75.00		\$ 75.00	\$ 25.00
NAT'L GUARD	\$ -		\$ 10.00		\$ 10.00	\$ -
DNR	\$ 4,150.00		\$ 3,795.00		\$ 3,795.00	\$ 4,150.00
ORGAN DONOR	\$ 25.00		\$ 100.00		\$ 100.00	\$ 25.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 25.00		\$ 20.00		\$ 20.00	\$ 25.00
PURPLE HEART	\$ 20.00		\$ 23.00		\$ 23.00	\$ 20.00

PWD	\$ 10.00		\$ 5.00		\$ 5.00	\$ 10.00
USAF AIRFORCE	\$ -		\$ 5.00		\$ 5.00	\$ -
USAF ARMY	\$ 20.00		\$ 55.00		\$ 55.00	\$ 20.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ -		\$ 10.00		\$ 10.00	\$ -
USAF NAVY	\$ 30.00		\$ 35.00		\$ 35.00	\$ 30.00
SHARE THE ROAD	\$ 190.00		\$ 175.00		\$ 175.00	\$ 190.00
SHRINERS	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
SILVER STAR	\$ 10.00		\$ -		\$ -	\$ 10.00
VETERANS	\$ 315.00		\$ 375.00		\$ 375.00	\$ 315.00
VETS CROSS/MEDAL	\$ -		\$ -		\$ -	\$ -
ANATOMICAL FEES	\$ 406.61		\$ 444.75		\$ 444.75	\$ 406.61
ADMIN FEES	\$ -		\$ 30.00		\$ 30.00	\$ -
MAIL PROCESSING	\$ 14,085.00		\$ 17,655.00		\$ 17,655.00	\$ 14,085.00
NSF FEES	\$ 474.50		\$ 539.50		\$ 539.50	\$ 474.50
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 5,188,662.52	\$ -	\$ 6,563,526.85	\$ -	\$ 6,432,526.85	\$ 5,057,662.52

LINN COUNTY TREASURER

*Sharon Lovejoy*

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**RESOLUTION**

**WHEREAS**, the Board of Supervisors, hereafter referred to as “the Board”, believes the M-BOY SCOUTS RD(20), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as 1" asphalt scratch course on Boy Scouts Road and Duck Pond Road from Waubeek to Sawyer Road; and

**WHEREAS**, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

**WHEREAS**, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

**IT IS THEREFORE RESOLVED** by Board to accept the bid from LL Pelling Co., Inc. in the amount of \$407,907.30 and awards the associated contract(s) to the same;

**BE IT FURTHER RESOLVED** that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 18th day of March, 2020.

Board of Supervisors of Linn County, Iowa

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
County Auditor

SEAL

## BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement** (this “**BAA**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_ (together with and on behalf of its subsidiaries and affiliates, collectively, “**Covered Entity**”), and \_\_\_\_\_ (together with and on behalf of its subsidiaries and affiliates, collectively, “**Business Associate**”).

WHEREAS, Business Associate and Covered Entity are parties to a business agreement (the “**Business Arrangement**”) pursuant to which Business Associate performs certain services for Covered Entity (the “**Services**”) which may include the transmission, receipt, maintenance use and disclosure of protected health information (“**PHI**”) as that term is defined in the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Ch. 7, Subch. XI, Part C, as amended from time to time, including amendments under the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), and its implementing regulations at 45 C.F.R. Parts 160, 162 and 164 (collectively “**HIPAA**”); and

WHEREAS, Covered Entity and Business Associate desire to enter into this BAA to reflect their mutual understanding of the use, disclosure and general confidentiality obligations of Business Associate in connection with the delivery of the Services, as well as for Covered Entity and Business Associate to comply with the requirements of applicable law;

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

**1. Definitions.** Unless otherwise specified or defined in this BAA, all capitalized terms shall have the meanings established in HIPAA. For purposes of clarification, the following terms shall have the definitions set forth below:

1.01. “**Privacy Standards**” shall mean the Standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164.

1.02. “**Security Standards**” shall mean the Security Standards for the Protection of Electronic Protected Health Information as set forth in 45 C.F.R. Parts 160 and 164.

**2. Business Associate Obligations.** Business Associate may receive from Covered Entity, or create, receive, maintain or transmit on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI; all references to PHI herein shall be construed to include EPHI. Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Standards, Security Standards, or the minimum necessary policies and procedures of Covered Entity, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA, and shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate in violation of the requirements of this BAA. Business Associate hereby agrees not to release, submit, or allow access to the data to any other party without the advance written consent of the Covered Entity.

2.01. Use of PHI. Business Associate may use PHI as necessary solely for Covered Entity’s benefit and only for the purpose of performing Services for Covered Entity, and (i) as necessary for the proper management and administration of the Business Associate or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Neither data aggregation nor use, creation and disclosure of de-identified health information by Business Associate is permitted unless expressly authorized in writing by Covered Entity.

2.02. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may Disclose PHI as necessary (i) to perform the Services, (ii) for the proper management and administration of the Business Associate, or (iii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances in writing from the person to whom the information is

Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2.03. Reports. Business Associate agrees to report the following to Covered Entity within three (3) days after Business Associate becomes aware of the occurrence of an event involving one or more reportable matters listed below.

(a) Any Use or Disclosure of PHI not authorized by this BAA.

(b) Any Security Incident, which report shall include the scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the third party responsible for causing the Security Incident, if known.

(i) The Parties acknowledge and agree that this Section 2.03(b)(i) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents, as defined below, for which no additional notice to Covered Entity shall be required. However, to the extent that Business Associate becomes aware of such Unsuccessful Security Incidents due to the repeated acts of a single third party, Business Associate shall notify Covered Entity of these attempts and provide the name, if available, of the third party.

(ii) "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

(c) All actual and suspected Breaches of Unsecured PHI Discovered by Business Associate. Each report of a Breach of Unsecured PHI Discovered by Business Associate shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; the types of PHI involved or believed to be involved (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; how the Disclosure occurred; to whom the PHI was Disclosed; and what Business Associate has done in response to the disclosure. Business Associate agrees to cooperate with Covered Entity and pay Covered Entity's reasonable costs, including attorney's fees, in its reporting obligations regarding any Breach of Unsecured PHI related to Business Associate's performance of this BAA. Business Associate shall not delay the report to determine whether the event constitutes a breach or until it develops all of the information required by this Section 2.03(c), but shall provide the report as required under Section 2.03 and supplement with additional information immediately as it becomes available or on request of Covered Entity.

2.04. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "**Subcontractors**"), Business Associate shall require Subcontractors to agree in writing to comply with all of the same restrictions and conditions that apply to the Business Associate under this BAA, and execute a business associate agreement that complies with HIPAA. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Subcontractors with respect to Covered Entity's PHI as if they were the Business Associate's own acts, failures or omissions.

2.05. Individual Rights to Access and Amendment.

(a) Access. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual who is the subject of the PHI under conditions and limitations required under 45 C.F.R. §164.524 to inspect or copy PHI contained in that set about the Individual in accordance

with the Privacy Standards set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, an Individual's right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary form if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary. If the Individual requests access directly from Business Associate, Business Associate shall immediately, but no later than five (5) days following the request, notify Covered Entity of such request and cooperate in Covered Entity's response.

(b) Amendment. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Standards set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall make any amendment requested by Covered Entity within ten (10) days of Business Associate's receipt of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity. If the Individual requests amendment directly from Business Associate, Business Associate shall immediately, but no later than five (5) days following the request, notify Covered Entity of such request and cooperate in Covered Entity's response.

## 2.06. Accounting of Disclosures.

### (a) General Accounting Provisions.

(i) Business Associate shall maintain reliable documentation of its Disclosures of PHI subject to this BAA including: (A) the date of the Disclosure; (B) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably describes the basis for the Disclosure or, if applicable, a copy of the written request for a disclosure under 45 C.F.R. § 164.502(a)(2)(ii) or § 164.512. This Section 2.06(a)(i) shall not apply to Disclosures exempted under 45 C.F.R. § 164.528.

(ii) Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time, unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request. Business Associate shall provide such information necessary to provide an accounting within fifteen (15) days of Covered Entity's request. If the Individual requests an accounting directly from Business Associate, Business Associate shall immediately, but no later than five (5) days following the request, notify Covered Entity of such request and cooperate in Covered Entity's response.

(b) Special Provisions for Disclosures made through an Electronic Health Record. If Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 2.06(b) shall be limited to Disclosures made the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

(c) Fees for an Accounting. Any accounting provided under Section 2.06(a) or Section 2.06(b) will be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an



Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.

2.07. Records and Audit. Business Associate shall make available to the Secretary or its agents, and to Covered Entity, or any other health oversight agency, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Standards and the Security Standards in a timely manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

2.08. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that are reasonably and appropriate to protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity; and (ii) ensure that any agent, including a subcontractor, to whom it provides EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such information. Further, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.

2.09. Privacy Standards. In the event Covered Entity delegates any task to Business Associate that involves the use or disclosure of PHI, Business Associate shall comply with the Privacy Standards with respect to such delegated task.

**3. Covered Entity Obligations:** Covered Entity shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under law, and shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate in violation of the requirements of this BAA.

3.01. Pharmacy Data. Pharmacy shall use Its best efforts to protect personal health data within a manner that is consistent with HIPAA and other state and federal privacy laws. Pharmacy shall control, own, and safeguard all the data rights to such pharmacy data and shall retain the exclusive rights to utilize de-identified pharmacy data for its own internal use and to submit such de-identified pharmacy data to pharma manufacturers or their agents.

3.02. Consent to Use Data. Business Associate hereby irrevocably grants all rights and permissions in or relating to data as are necessary or useful to Covered Entity, its Subcontractors, and the Provider Personnel to enforce this Agreement and exercise Provider's, its Subcontractors', and the Provider Personnel's rights and perform Provider's, its Subcontractors', and the Provider Personnel's obligations hereunder.

#### **4. Term and Termination.**

4.01. This BAA shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 4, provided, however, that any termination shall be subject to Section 4.06 and shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.

4.02. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

4.03. Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

- (a) Business Associate shall fail to observe or perform any material covenant or obligation

contained in this Agreement for ten (10) days after receiving written notice from Covered Entity; or

(b) A violation by Business Associate of any provision of the Privacy Standards, Security Standards, or other applicable federal or state privacy law.

4.04. Termination of this Agreement for either of the two reasons set forth in Section 4.03 above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.

4.05. Upon the termination of all Business Arrangements, either Party may terminate this Agreement without additional notice to the other Party.

4.06. Return/Destruction of PHI. Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to “return or destroy,” Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. This Section 4.06 shall survive termination of this BAA.

**5. No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

**6. Ineligible Persons.** Business Associate represents and warrants to Covered Entity that neither Business Associate nor any of its employees, agents or representatives (i) are currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) have been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, or (iii) are under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

**7. Standards for Electronic Transactions.** If applicable, in connection with the Services to be provided to Covered Entity pursuant to this Agreement, Business Associate agrees that if it (or an agent or subcontractor) conducts an electronic transmission for which the Secretary has established a “standard transaction” under 45 CFR Part 164, Subparts A, C, D and E, as applicable (the “Electronic Transactions Standards”), Business Associate (or its agent or subcontractor) shall comply with the requirements of the Electronic Transactions Standards. Business Associate specifically represents that it has obtained such compliance. Business Associate agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any agent or subcontractor with which it might contract to): (i) change the definition, data condition, or use of a data element or segment in a standard; (ii) add any data elements or segments to the maximum defined data set; (iii) use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification; or (iv) change the meaning or intent of the standard’s implementation specification(s). Business Associate understands that Covered Entity reserves the right to request an exception from the uses of a standard as permitted by 45 CFR § 162.940, and, if such an exception is sought, Business Associate agrees to participate in a test modification.

**8. Confidentiality of Business Information.**

8.01. Business Information. In the event the parties have not agreed to alternative confidentiality language with respect to business information in the Services Agreement or elsewhere, the following provisions will apply.

Neither party will disclose to any third party any information related to this Agreement or to the business operations of the other party, or any proprietary information belonging to the other party (collectively, “*Confidential Business Information*”) without the prior written consent of the other party, except as may be required under law; provided that a party required by law to disclose Confidential Business Information shall inform the other party in order that the other party may contest such requirement. Each party hereby agrees that all Confidential Business Information communicated to it by the other party, whether oral or written, and whether before or after execution of this Agreement, was and will be received in strict confidence and will be used only for purposes set forth in the Services Agreement. Upon termination of this Agreement, each party shall, upon the request of the providing party, promptly return all such Confidential Business Information to the providing party or, at the providing party’s option, shall destroy such Confidential Business Information and certify as to its destruction. This obligation of confidentiality shall not apply to information i) which was known by the recipient without the obligation of confidentiality prior to its receipt of such information; ii) is or becomes publicly available without breach of this Agreement; or iii) is received from a third party without an obligation of confidentiality and without breach of this Agreement. This paragraph shall not apply to uses and disclosures of PHI, which shall be governed by the remaining provisions of this Agreement.

8.02. Response to Subpoena. Business Associate shall be permitted to disclose PHI and Confidential Business Information that Business Associate is required to disclose pursuant to court order, subpoena or other compulsory legal process, provided that prior to making any disclosure thereunder, Business Associate shall provide Covered Entity within five (5) calendar days prior written notice (or as much notice as reasonably practicable under the circumstances) of the intended disclosure, specifying the basis and nature of the same.

9. Indemnification. Business Associate shall indemnify and hold harmless Covered Entity for and from all claims, demands, lawsuits, losses, damages, liabilities, penalties, fines, or expenses, including reasonable attorneys’ fees, asserted by persons or entities against Covered Entity, or incurred by Covered Entity as a result thereof, relating to PHI maintained, used, or disclosed by Business Associate, or by its agents or subcontractors, or arising in any way from Business Associate’s, or its agents’ or subcontractors’, obligations or performance under this BAA or violations of applicable Federal or state laws, rules or regulations.

**10. Miscellaneous.**

10.01. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither Party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Address:

City/State/Zip:

Attn:

If to Business Associate:

Address:

City/State/Zip:

Attn:

10.02. Waiver. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall

constitute a waiver of or excuse any different or subsequent breach.

10.03. Assignment. Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.04. Amendment. The parties agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, HIPAA and HITECH, and any regulations promulgated, or other guidance issued pursuant to HIPAA and HITECH.

10.05. Entire Agreement. This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Privacy Standards and/or Security Standards, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

10.06. Governing Law; Venue. This BAA shall be governed by the laws of the State of Iowa without regard to conflict of laws principles. The parties agree that this BAA is performable in Linn County, Iowa and that venue for any legal action under this BAA must be brought in Linn County, Iowa.

10.07. Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10.08. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.09. Severability. If any provision contained or referred to in the BAA shall be determined to be legally invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without affecting the remaining provisions of this BAA, which shall continue to be valid and enforceable to the fullest extent permitted by law.

10.10. Counterparts. This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

**IN WITNESS WHEREOF**, the undersigned have caused this BAA to be duly executed on the respective dates set forth below, but to be effective as of the Effective Date for all purposes.

**Covered Entity:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

**Business Associate:**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**OM500 Addendum**

The following is an Addendum (“Addendum”) to the Master Service Agreement that was effective on April 30, 2014 (“Agreement”) between Omnilink Systems Inc. (“Omnilink”) and Linn County Juvenile Detention and Diversion Services (Company”). Omnilink and Company are each individually referred to as a “Party” and collectively as the “Parties”.

The Agreement is hereby amended as follows:

Whereas, the Parties have agreed to the following changes to the Master Service Agreement and listed on Addendum to Exhibit A.

- OM500 Lost device-\$450.00 per lost device
- OM500 Replacement charger-\$25 per charger

All pricing for daily services, lost equipment, and accessory not listed on this Addendum to Exhibit A remain unchanged.

Section 14.4 Governing Law of the contract is modified to “The laws of the State of Iowa (without giving effect to its conflicts of laws principles) govern all matters arising out of or relating to this Agreement. Any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts in the State of Iowa. The parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.”

The parties hereto acknowledge that they have read this Addendum, understand it, and agree to be bound by its terms and conditions. They further agree that the Addendum referred above together with all previous amendments and addendums constitute the entire agreement between the Parties hereto and with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties have executed this Addendum by their duly authorized representatives in one or more counterparts, each of which shall constitute an original but all of which together shall constitute only one document, effective on February 28, 2020.

**Omnilink Systems Inc.**

**Company**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# AGREEMENT AMENDMENT

This Amendment of Agreement for Professional Services (this "Amendment") is made and entered into as of March 9, 2020, by and between New Venture Advisors LLC ("Consultant") and Linn County ("Client").

Whereas, the parties entered into that certain Professional Services Agreement for Linn County Food System Assessment dated as of November 18, 2019 (the "Existing Agreement") which terminates on December 31, 2020; and

Whereas, the parties desire to modify the terms of the Existing Agreement as provided in this Amendment.

NOW, THEREFORE, the parties agree as follows:

## Revised Scope of Services

That Exhibit A of the Existing Agreement shall be replaced in its entirety with the scope of services set forth in the amended Exhibit A on pages 2 and 3 of this Amendment, attached hereto and incorporated herein by reference.

## Revised Schedule of Payments

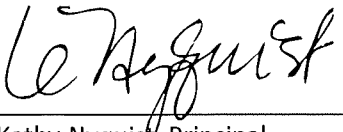
That Exhibit B of the Existing Agreement shall be replaced in its entirety with the schedule of payments set forth in the amended Exhibit B on page 4 of this Amendment, attached hereto and incorporated herein by reference.

## Revised Conditions

Except to the extent specifically amended by this Amendment, all of the terms, provisions and conditions contained in the Existing Agreement shall be and remain in full force and effect as if set forth in this Amendment, and the same are hereby ratified and confirmed.

## Understood, Agreed & Approved

We have carefully reviewed this Amendment and agree to and accept all of its terms, provisions and conditions. We are executing this Amendment as of the Effective Date above.

By:   
Kathy Nyquist, Principal  
NEW VENTURE ADVISORS LLC

Date: March 9, 2020

By: \_\_\_\_\_  
Ben Rogers, Chair  
LINN COUNTY BOARD OF SUPERVISORS

## Exhibit A – Description of Project

<b>Project Name:</b>	<b>Linn County Food System Assessment</b>
<b>Description:</b>	The Linn County Food Systems Council has ambitious goals to improve Linn County’s food system from production to consumption. Currently, the Council is focusing on increasing access to and consumption of nutritious foods by boosting the volume and diversity of food produced within the county. The first step toward accomplishing this goal is to complete a comprehensive baseline Linn County food system assessment.
<b>Assignment:</b>	Conduct a baseline assessment of four factors that are foundational to food system development: production, procurement, processing, and barriers to entry and expansion of businesses working within the food system.
<b>Work Schedule:</b>	Work will begin in November 2019 and be completed no later than November 2020. See Estimated Timeline below.
<b>Description of Services:</b>	See Scope of Work below in which “FSC” refers to members of the Linn County Food Systems Council identified by Client to participate in the project.
<b>Client Responsibilities:</b>	Engage with Consultant in periodic status meetings. Lead stakeholder outreach for surveys and make introductions for interviews. Review and provide comments to work in progress. Distribute documents to stakeholders and the public.

### Scope of Work

**Initiation** Planning call with FSC to discuss project goals and timing, stakeholder groups (e.g. producers, buyers, makers, value chain facilitators), findings from food system research conducted previously. Identify 1-2 from each stakeholder group for preliminary interviews. Refine work plan and timeline.

**Landscape Scan** Read prior studies and conduct additional secondary research on the county and regional food system. Conduct preliminary interviews. Synthesize findings and prioritize areas for exploration (indicators) and research methodologies with FSC. Finalize research plan.

**Primary Research** Develop research instruments, likely surveys and interview guides for 2-3 stakeholder groups. Beta test and field surveys. Conduct interviews.

**Synthesis** Analyze data collected and identify emerging themes. This will include but is not limited to assessing and mapping existing infrastructure availability across the region and major gaps; underutilized warehouse, cold storage, distribution and processing space; type and quantity of current ag and value-added production; projected volume if barriers are addressed; how this corresponds to demand, etc. Summarize findings and review with FSC.



**Community Level Research** Develop a second phase research plan to explore themes emerging during primary research phase. Conduct 16 additional interviews with individuals from core stakeholder groups and community organizations and businesses relevant to the findings to date. Targeted interviews will include but are not limited to relevant county and city officials, health organization leadership, Dow farm project team leaders, county level school food services buyers and distributors (e.g. Reinhart Food Service), larger agricultural corporations (e.g. General Mills, Ingredion), agricultural lenders, and farm bureau leadership.

**Refinement** Incorporate input from community level research into the research synthesis. Draft complete findings and frame food system development strategies and action plans. Source case studies of similar efforts nationwide to provide additional context. Review with FSC and refine strategies, recommended action plans and evaluation framework.

**Finalization** Prepare a full final report and separate executive summary/presentation. Join FSC in presenting to Linn County Board of Supervisors. Incorporate a final round of revisions for the public report.

### **Estimated Timeline**

Nov	Finalize engagement and contracts
Dec	Hold kickoff call with FSC, draft preliminary work plan
Dec-Jan	Begin secondary research, conduct preliminary interviews
Jan	Synthesize findings and discuss with FSC. Finalize research plan and recruiting strategy.
Jan-Feb	Develop research instruments and initiate research plan
Mar	Synthesize findings, develop themes, revise research plan
Mar	Conduct community level research
Apr-May	Incorporate input, frame strategies and action plans, develop evaluation framework, refine
June	Draft complete report and executive summary
July	County presentations
Aug	Finalize and create public version of the report

## Exhibit B – Schedule of Payments

<b>Fees:</b>	<p>\$13,200    Initiation &amp; Landscape Scan</p> <p>\$10,000    Primary Research &amp; Synthesis</p> <p>\$13,400    Community Level Research &amp; Refinement</p> <p><u>\$8,300</u>    Finalization</p> <p>\$44,900    Total Fee</p>
<b>Non-Reimbursable Expenses:</b>	Total fees listed above include travel expenses (economy class, three-week advance purchase, per diem) for one day trip to the region by one team member for Board of Supervisors meeting.
<b>Terms:</b>	<p>Invoices will be issued according to the following schedule, payable net 30 days:</p> <p>\$15,000    Upon signing of this agreement</p> <p>\$10,500    On January 1, 2020</p> <p>\$9,700    On April 1, 2020</p> <p>\$6,700    On the earlier of June 1, 2020 or completion of all deliverables</p> <p>\$3,000    Upon completion of all deliverables</p>