

## COUNTY SOCIAL SERVICES 28E GOVERNING BOARD AGENDA

To: County Social Services Board Members

From: Mary McKinnell

Date: October 23, 2020

Re: County Social Services Board Meeting

Date: Wednesday, October 28, 2020

Time: 10:00 A.M.

Place: **County Social Services-Cerro Gordo County office, 525 9<sup>th</sup> Street SE, Mason City, IA. Please wear face coverings. IN PERSON IS ONLY FOR CSS BOARD MEMBERS AND REQUIRED CSS STAFF. Board members wishing not to attend in person, CSS staff and guests are invited to join us via the GoTo Meeting link below.**

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/539652101>

**You can also dial in using your phone. [+1 \(571\) 317-3122](tel:+15713173122) Access Code: 539-652-101**

Thank you for muting your phone unless you have been recognized to speak.

### Agenda:

1. Call County Social Services Board Meeting to order.
2. Introduction of Mary McKinnell, CEO, by Board HR Committee.
3. Approve today's agenda and the minutes of Sept. 23, 2020.
4. Provider feedback.
5. Consumer feedback.
- Human Resources**
6. IAC 509A- Continuation Coverage: Board HR Committee recommends a 102% premium for CSS retirees who retire before age 65 and choose to continue in CSS's group health insurance plan up to Medicare eligibility. A retired employee is one who has applied for and is receiving a retirement allowance from IPERS. Discussion/Action.
- Programs**
7. County Social Services is hosting a Crisis Intervention Training (CIT) Dec. 14-18 on the Iowa Central East Campus in Fort Dodge. CSS is funding this training with CARES Act dollars. The flyer for this training is attached.
8. CSS' sponsored CIT in Waterloo CIT Oct. 5-12 was full, with 26 attendees representing six law enforcement agencies. There is interest in another CIT in Waterloo and SolutionPoint+ is available February 1-5. Not to exceed amount for this training would be \$12,000. Discussion/Action
9. All funding authorizations for representative payee services through Cerro Gordo County General Relief currently expire 12/31/2020, with the expectation that the organization become a Fee-For-Service organizational payee with Social Security by 1/1/21. Discussion/Action
- Organization**
10. CSS has received the proposed 28E Amendment from the CSS Attorney. Discussion/Action to move this forward as the finalized Amendment for the December meeting.
11. Counties leaving region – letters of withdrawal. Discussion/Action.
12. Wright, Humboldt, Pocahontas status. Discussion/Action.
13. CARES Act funding update.
14. CSS FY2019 Audit. Discussion/Action.
15. Financial report and claims approval. Discussion/Action
16. Review and action on Exceptions to Policy. Discussion/Action
17. Review and action to authorize the Chair to sign provider agreements and/or rate requests with:
  - Pillar of the Cedar Valley/Elevate CCBHC for mobile crisis response
  - Seasons Center Business Associate Agreement
18. The December meeting will be held on Wed., Dec. 9 due to the holiday. Discussion/Action
19. Adjourn; Annual Stakeholder Meeting will be Wed., November 18, 2020, 10:00 am. via GoTo Meeting.

## SEPTEMBER 2020 COUNTY SOCIAL SERVICES BOARD MINUTES

The September 2020 County Social Services Board Meeting was held in Cerro Gordo County at the CSS office on Wednesday, Sept. 23, 2020, 10:00 am and via GoTo Meeting.

Present: Roy Schwickerath, Floyd, Larry Vest, Tama. Via GoTo Meeting: Craig White, Black Hawk, Greg Barnett, Butler, Sharon Keehner, Clayton, Chris Watts, Cerro Gordo, Jacob Hackman, Chickasaw, John Pluth, Emmet, Jeanine Tellin, Fayette, Gary Rayhons, Hancock, Pat Murray, Howard, Sandy Loney, Humboldt, Barb Francis, Mitchell, Clarence Siepker, Pocahontas, Mark Campbell, Webster, Cody Williams, Children's System Provider Rep. On phone: Jamie Heard, Children's Education System Rep, Marcia Oltrogge, Adult System Provider Rep. Absent: Dennis Koenig, Allamakee, Jim Ross, Grundy, Floyd Ashbacher, Winneshiek, Eric Donat, Adult System Consumer Rep, June Klein-Bacon, Children's System Parent Rep.

Guests present: Karen Dowell, Megan Taets, Lisa Trainer.

1. Chair Schwickerath called County Social Services Board Meeting to order.
2. Motion by Siepker, Pocahontas, second by Loney, Humboldt to approve today's agenda and the minutes of July 22, 2020 and Sept. 14, 2020, with the addition of board members who made the motion and second on items 3 (Hackman, Helgevold) and 4 (Loney, White). An old draft of the 9/14/20 minutes was inadvertently sent out. Accurate version will be e-mailed to Board tomorrow morning. Motion carried.
3. Provider feedback by Marcia Oltrogge. She had also distributed a written report, detailing a CSS-CMHC CARES Act mental health awareness campaign, providers opening more to in-person services, and DHS/IDPH initiative to realign the behavioral health systems in Iowa.
4. There was no consumer feedback as Eric was not able to attend and had nothing new to report.
5. New CEO, Mary McKinnell's, start date will be Oct. 5, 2020.
6. CSS recognized Mary Egan for her 47 years of service to Allamakee County and County Social Services.
7. Motion by Vest, Tama, second by White, Black Hawk for CSS to opt out of the presidential directive to defer the payment of employee social security tax. Motion carried.
8. Motion by Murray, Howard, second by Barnett, Butler, to authorize Access Center Services rate of \$360.19/episode for individuals brought to Pathways Behavioral Services' Detox Center by law enforcement who do not meet the criteria to be admitted to Detox. Funding would be for assessment, safety checks and care coordination for individuals. Estimated fiscal year impact on the budget is less than \$19,000. Motion carried. White, Black Hawk, and Hackman, Chickasaw, abstained as they are on the Pathways Board of Directors.
9. Sara Geiger, Community Treatment Coordinator, Iowa Dept. of Corrections, gave an update on Crisis Intervention Training Oct. 5-9.
10. Bob Lincoln, Elevate CCBHC Program Director, gave an update on Mobile Crisis in Black Hawk County.
11. Motion by Murray, Howard, second by Francis, Mitchell, to accept the Mobile Crisis Response Selection Committee's recommendation for Pillar of the Cedar Valley/Elevate Housing Foundation to provide Mobile Crisis Response services within the South (by 1/1/21), East, and North (by 4/1/21) service areas in the region with the exception of Emmet County (already has Mobile Crisis). Motion carried.
12. Motion by Vest, Tama, second by Keehner, Clayton, to send the CSS 28E Addendum draft to the CSS Attorney as presented for review. Motion carried.
13. Discussion regarding Cerro Gordo and Webster Counties submitting letters of request for entry to the CICS Region as of 7/1/2021. Helgevold, Wright County, mentioned that Wright has also submitted a letter to CICS, not because they wish to leave CSS, but if they are forced to leave, they want to decide to which region they move. Loney, Humboldt County and Siepker, Pocahontas County, stated they have requested entry into the Rolling Hills Region should they be forced to separate from CSS and Pluth, Emmet, stated they are in conversation with Sioux Rivers Region as Emmet is currently non-contiguous with the CSS region.
14. Karen Dowell, CSS Chief Operating Officer and Interim CEO gave a CARES Act funding update. A copy of the Mental Health Awareness Campaign document, referenced by Oltrogge, was distributed.
15. Service Area Advisory Meetings review. There was no Board feedback.
16. Motion by Black Hawk, second by Webster to table discussion on requiring Cerro Gordo County General Relief to become a fee-for-service organizational payee with Social Security by 1/1/21. Megan Taets, CSS Training & Development Specialist, will have more conversation with their director prior to the October meeting. Motion carried, with Keehner, Clayton and Murray, Howard, voting no.
17. Motion by White, Black Hawk, second by Siepker, Pocahontas, to approve the Financial report and claims approval for July and August. Motion carried.
18. Motion by Loney, Humboldt, second by Keehner, Clayton to approve the allocation request to member counties for FY21 first half property tax with a due date of 12/4/20. Motion carried.

19. Motion by Murray, Howard, second by Pluth, Emmet to approve the Exceptions to Policy for July and August. Motion carried.
20. Motion by Barnett, Butler, second by Loney, Humboldt, to authorize the Chair to sign provider agreements and/or rate requests with Elevate Housing, Pathways Behavioral Services and Elderbridge.
21. Megan Taets, CSS Privacy Officer and Brian Blodgett, CSS Security Officer, led the CSS Board Annual HIPAA Privacy and Security Training.
22. Motion by White, Black Hawk, second by Campbell, Webster, to adjourn; next regular meeting will be Wednesday, Oct. 28, 2020, 10:00 am. Board will reconvene at 1:00 pm this afternoon via GoTo Meeting for a DHS-CSS Board Work Session on finances.

## Provider Update

October 2020

People are starting to experience pandemic fatigue while at the same time getting used to a new way of doing business. We are seeing more mental health crisis appointments but also people just wanting the support of talking with someone other than a family member about the challenges they are facing. The CSS CARES project is starting to take off and we hope it continues to build over the next two months. The project allows for up to 3 sessions with a therapist or some wellness training and/or support. It is easy to access and people don't end up with a diagnosis. People who may not traditionally have sought support are using the grant.

Providers are asking how the region is doing on spending the CARES funds and if there will be an opportunity to make 2<sup>nd</sup> requests for funding for COVID related projects or expenses?

With the possible new changes in the regional makeup providers are wondering about what happens to current services that are crossing regional lines. I think this primarily is an issue for services CSS has funded that the new region may not have traditionally funded. Or the planned expansion of services that may be affected by the change to a new region. The concern is to not abandon clients who rely on services and providers.

DHS and IDPH continue to work on the realignment of departments. I have heard there will be some discussion with providers to get input on what is working currently and suggestions for things to consider changing. The regions are going to want to watch this since combining the programs could potentially blur the lines between services CSS has traditionally funded and enhanced co occurring and SUD services. The long term goal appears to be the CCBHC model (certified community behavioral health centers) with focus on the whole person funding and service delivery. Funding is intended to pay actual costs versus our current reimbursement model where Medicaid rates have remained the same for over 5 years while costs have risen to provide the services. Current CCBHCs have received millions of dollars in start up costs, which saves CSS money since the CCBHCs have grant funds to pay those costs. If the State of Iowa pushes this model, advocating for federal grant funds will be important to cover start up costs. Costs for service delivery should be paid for by the CCBHC funding method. Expect to hear more about CCBHCs in the future.

Submitted: Marcia Oltrogge

Jesse Trevino is a US Marine Corps combat veteran, mental health police officer, police academy instructor, and criminal justice academic. Jesse has analyzed, designed, and implemented innovative programs addressing social problems like homelessness, mental illness, and substance dependence. His training encompasses Crisis Intervention and Crisis Negotiations. He is an adjunct instructor at a local community college, a police detective at a Fusion Center, and is involved with academic research projects for his agency.



## 40 hour Crisis Intervention Training

**Date:** December 14-18<sup>th</sup> 2020

**Time:** 8AM-5PM

**Location:**

Iowa Central East Campus

2031 Quail Ave.

Fort Dodge, IA 50501

**RSVP:** Jen Sheehan,  
[jsheehan@countysocialservices.org](mailto:jsheehan@countysocialservices.org)

Joe Smarro is a highly sought mental health policy and training consultant. Not only is he a decorated US Marine Corps combat veteran, but he is also a celebrated mental health police officer. Joe has de-escalated hundreds of crisis situations in the field with zero uses of force. He is regarded as one of the best Crisis Intervention Team instructors in the nation. Joe has been instrumental in mental health advocacy and law enforcement policy at all levels of government to include the White House and the Department of Justice.



**RESOLUTION 20-15**  
**RESOLUTION TO WITHDRAW FROM THE COUNTY SOCIAL SERVICES MENTAL**  
**HEALTH REGION**

**WHEREAS**, the Emmet County Board of Supervisors is empowered under the authority of Section 28E of the Code of Iowa to enter into agreements with other entities to make efficient use of their powers by giving them the opportunity to provide joint services and facilities with other agencies and to cooperate in other ways of mutual advantage.

**AND WHEREAS**, the Emmet County Board of Supervisors has entered into the County Social Services Mental Health Region.

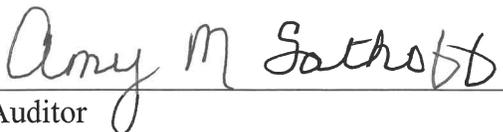
**AND WHEREAS**, on July 1, 2020 Emmet County and County Social Services was not in compliance with Iowa Code section 331.389 subsection 3.b which requires that counties in a region be contiguous.

**NOW, THEREFORE BE IT RESOLVED** that the Emmet County Board of Supervisors has determined to withdraw from County Social Services effective July 1, 2021.

HEREBY RESOLVED but the Board of Supervisors for EMMET County on this 6<sup>th</sup> day of October 2020.

  
\_\_\_\_\_  
Vice Chair, Board of Supervisors

Attested:

  
\_\_\_\_\_  
Auditor



HANCOCK COUNTY BOARD OF SUPERVISORS

FLORENCE (SIS) GREIMAN • GARY RAYHONS • JERRY J. TLACH  
855 State Street, PO Box 70, Garner, Iowa 50438 • 641-923-3421 • 641-923-4191 fax

September 28, 2020

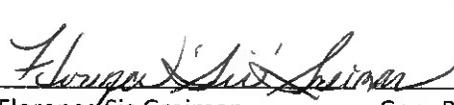
County Social Services Board  
Attn: Mary McKinnell

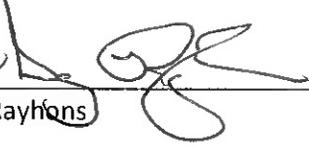
Dear County Social Services Board Members,

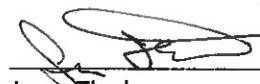
In accordance with Section IV (duration) of the Intergovernmental Agreement Creating the County Social Services (CSS) dated April 1<sup>st</sup>, 2014, Hancock County is providing written notice of our intent to withdraw from the 28E Agreement effective June 30, 2021.

Sincerely,

Hancock County Board of Supervisors

  
Florence Sis Greiman

  
Gary Rayhons

  
Jerry Tlach



# CARES Act Funding Update

Revenue Received : \$4,017,670.18

Projects Authorized as of 10/26/2020:

★ Mini-Grants (\$10,000 max): 27 grants for \$212,575.51

14 school districts; 13 MHDS providers

★ “Hope Is Not Canceled” Mental Health Awareness Campaign with all 7 Community Mental Health Centers: \$449,998

★ Larger Projects for region or specific to a service area:

2 grants for \$260,527

★ CSS-initiated projects and internal needs: \$42,968

Total Funds Authorized as of 10/26/2020: \$966,068.60

Funds Expended as of 10/26/2020: \$178,760.54

All funds not expended by 12/30/2020 must be returned to Iowa Department of Human Services by 1/3/2021.

Revenue	Budget	Prior Month	Current Month	YTD	% YTD
Property Tax/Fund Bal Transfer	\$ 13,007,150	\$ -	\$ -	\$ -	0%
Medicaid Reimbursement (TCM)	\$ 205,500	\$ -	\$ -	\$ -	0%
I-START	\$ 307,200	\$ -	\$ 52,800	\$ 64,000	21%
Misc.	\$ 403,800	\$ 792	\$ 12,159	\$ 22,887	6%
<b>Total Revenue</b>	<b>\$ 13,923,650</b>	<b>\$ 792</b>	<b>\$ 64,959</b>	<b>\$ 86,887</b>	<b>1%</b>

**Expenditure Domain**

Core

Treatment	\$ 895,000	\$ 94,667	\$ 100,481	\$ 208,406	23%
Crisis Services	\$ 3,765,500	\$ 127,794	\$ 58,438	\$ 437,797	12%
Support for Community Living	\$ 1,922,000	\$ 100,301	\$ 53,179	\$ 241,384	13%
Support for Employment	\$ 470,000	\$ 20,488	\$ 21,386	\$ 60,132	13%
Recovery Services	\$ 105,000	\$ 4,697	\$ -	\$ 7,549	7%
Service Coordination	\$ 5,000	\$ 280	\$ -	\$ 561	11%
Sub-acute Services	\$ 240,000	\$ 11,200	\$ 51,600	\$ 86,400	36%
Evidence Based Treatment	\$ 865,000	\$ 6,500	\$ 4,803	\$ 11,303	1%
Mandated	\$ 910,000	\$ 129,764	\$ 26,752	\$ 189,238	21%
Additional Core					
Justice System Involved Services	\$ 410,000	\$ 19,747	\$ 5,154	\$ 54,460	13%
Evidence Based Treatment	\$ 250,000	\$ 18,415	\$ 32,098	\$ 75,190	30%
Other Informational Services	\$ 85,000	\$ 448	\$ 1,000	\$ 2,358	3%
Essential Community Living Support Services	\$ 2,945,000	\$ 276,808	\$ 190,030	\$ 866,286	29%
Other Congregate Services	\$ 1,710,000	\$ 78,108	\$ 79,057	\$ 226,960	13%
Administration	\$ 1,725,000	\$ 97,643	\$ 88,885	\$ 448,149	26%
County Provided Case Mangement	\$ 205,500	\$ 13,967	\$ 13,832	\$ 38,747	19%
County Provided Services (I-START)	\$ 1,135,500	\$ 66,380	\$ 64,423	\$ 168,740	15%
<b>Total Expenditures</b>	<b>\$ 17,643,500</b>	<b>\$ 1,067,206</b>	<b>\$ 791,117</b>	<b>\$ 3,123,656</b>	<b>18%</b>

October 2020 Vendor Claims	
10/6/2020	\$113,551.45
10/13/2020	\$153,422.60
10/20/2020	\$137,053.95
10/27/2020	\$80,409.49
<b>TOTAL</b>	<b>\$484,437.49</b>

(Gross payroll/month is approx. \$190,000)

Ending Cash Balance 9/30/2020 \$ 7,918,453  
 Year-to-Date Per Capita Annualized Expenditure Rate: \$ 29.57

<b>Fund 8500 Health Reimbursement Account YTD (9/30/2020)</b>	<b>Balance Fwd from prior FY</b>	\$ 141,917
	<b>Revenue</b>	
	Employer Contributions	\$ 195,161
	Employee Contributions	\$ 23,375
	Flex - Employee Contributions	\$ 4,083
		\$ 222,619
	<b>Expenditure</b>	
	Health Insurance Pmts (ISAC)	\$ 284,266
	Medical Claims Pmts (Auxiant)	\$ 14,226
	Flex Claims (Auxiant)	\$ 599
	\$ 299,091	
<b>BALANCE</b>	<b>\$ 65,445</b>	



## County Social Services Exceptions to Policy and Reconsiderations - September 2020

Clients	Service	Decision	Impact
1	Supported Community Living	Member married and combined finances caused member to be over income guidelines. Client participation fee waived through October 31, 2020, at that time IHH worker will check to see how member is doing at this point.	\$306.00
2	Day Hab & Supported Community Living	Current EW does not fully fund, member is on the ID waiver waiting list, CSS funds remainder after EW pays.	\$8,188.41
3	Supported Community Living	Waive member copay for three months to allow member time to adjust budget and reduce expenses so member can pay the copay.	\$138.00
4	Voc/Day-Prevocational Services	Member's current waiver does not fund pre-voc services, member needs pre-voc funding to work on job skills.	\$650.00
5	Homemaker Services	Member is on waiver wait list. Homemaker services staff assist member with grocery shopping which is not a Medicaid-funded service. Member uses homemaker as SCL service, which is less expensive than SCL.	\$200.00
6	Voc/Day-Prevocational Services	Member's current waiver does not fund pre-voc services, member needs pre-voc funding to work on job skills.	\$250.00
7	Medication Pass	Integrated Health Home case manager directed to work with the MCO to get this service funded.	\$1,298.28
8	Basic Needs - Rent	Member wasn't safe at current living situation. Member found safe housing, applied for housing assistance, and started a job. Member will receive 3 months' assistance or less if approved for housing assistance before November 1.	\$355.00
9	Medication Pass	Integrated Health Home case manager directed to work with the MCO to get this service funded.	\$376.92
10	Transportation	Transportation is not covered under member's current funding source, needs transportation to Day Hab.	\$50.00
11	Transportation	Transportation is not covered under member's current funding source, needs transportation to Day Hab.	\$50.00
12	Transportation	Transportation is not covered under member's current funding source, needs transportation to Day Hab.	\$75.00
13	Transportation	Transportation is not covered under member's current funding source, needs transportation to Day Hab.	\$337.50

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**Approximate monthly impact: \$ 12,275.11**

Amended and Substituted  
Intergovernmental Agreement Creating  
**County Social Services**

THIS AMENDED AND SUBSTITUTED AGREEMENT IS ADOPTED AND MADE EFFECTIVE AS OF JULY 1, 2020, AND REPLACES AND SUPERSEDES ANY PRIOR COUNTY SOCIAL SERVICES INTERGOVERNMENTAL AGREEMENT.

**Deleted:** ENTERED INTO AS OF APRIL 1, 2014

This Agreement is made by, between and among the county of Floyd, Iowa; the county of Mitchell, Iowa; the county of Butler, Iowa; the county of Cerro Gordo, Iowa; the county of Black Hawk, Iowa; the county of Wright, Iowa; the county of Grundy, Iowa, the county of Tama, Iowa; the county of Howard, Iowa; the county of Humboldt, Iowa; the county of Chickasaw, Iowa; the county of Pocahontas, Iowa; the county of Hancock, Iowa; the county of Webster, Iowa; the county of Fayette, Iowa; the county of Clayton, Iowa; the county of Winneshiek, Iowa; the county of Allamakee, Iowa and the county of Emmet, Iowa (all parties being referred to hereinafter as the "counties").

**Deleted:** the county of Kossuth, Iowa;

**Deleted:** the county of Worth, Iowa; the county of Winnebago, Iowa; the county of Hancock

## I. Creation of the County Social Services Agency

Pursuant to the provisions of Chapter 28E and Chapter 331, Code of Iowa;

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**Deleted:** , 2013, Chapter 28E and Chapter 331

### Section 331.390 Regional governance structure.

1. The counties comprising a mental health and disability services region shall enter into an agreement under chapter 28E to form a regional administrator under the control of a governing board to function on behalf of those counties.

The counties hereby form and create a consortium of counties called County Social Services (hereinafter referred to as "CSS").

## II. Purposes

CSS is a joint venture between counties established for the following reasons:

- (a) To efficiently and effectively provide the Mental Health & Disability Services mandated under sections 331.388 through 331.398 of the then current Code of Iowa for member counties. CSS may also provide other social services including but not limited to Medicaid Targeted Case Management, general assistance, children services, substance abuse services and any county funded social service program or county function as contracted from member counties.
- (b) To cooperate with local, state and federal human services agencies in providing an equitable social service safety net for individuals adversely impacted by disabilities across the region.
- (c) To engage such employees and to provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of CSS.
- (d) To contract with member cities, towns, counties, public or private persons, state agencies, firms and/or corporations for the provision of social services.
- (e) To collect payment for such services.
- (f) To receive and expend State, Federal, local and private grants and other monies which may be made available to the extent permissible under applicable State and Federal laws and under the rules hereinafter set forth, and as provided by bylaws pursuant hereto.

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- (g) To engage in any other related activity in which an Iowa 28E organization may lawfully engage.

### III. Organization

- (a) The governing body of CSS shall be designated as the CSS Board (hereinafter called the "Board"). Each member county shall appoint one of its supervisors to serve as a Director on the County Social Services Board of Directors. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to the County Social Services Board of Directors, which notice shall designate a successor Director to fill the vacancy. Except as otherwise specifically provided herein, each member of the Board shall have one vote.
- (b) The membership of the Board shall also include at least one individual who utilizes mental health and disability services or is an actively involved relative of such an individual. This member shall be designated by the advisory committee or committees formed by the Board. The member designated in accordance with this paragraph shall serve in a nonvoting, ex officio capacity and become effective upon approval by the County Social Services Board of Directors.
- (c) The membership of the Board shall not include employees of the department of human services.
- (d) The membership of the Board shall also consist of one member representing adult service providers in the region. This member shall be designated by the advisory committee or committees formed by the Board. The member designated in accordance with this paragraph shall serve in a nonvoting, ex officio capacity and become effective upon approval by the County Social Services Board of Directors.
- (e) The membership of the Board shall also consist of one member representing children's behavioral health service providers in the region. This member shall be designated by the advisory committee or committees formed by the Board. The member designated in accordance with this paragraph shall serve in a nonvoting, ex officio capacity and become effective upon approval by the County Social Services Board of Directors.
- (f) The membership of the Board shall also include one individual who is a parent of a child who utilizes children's behavioral health services or is an actively involved relative of such a child. This member shall be designated by the advisory committee or committees formed by the Board. The member designated in accordance with this paragraph shall be appointed to two-year terms, and appointment will become effective upon approval by the County Social Services Board of Directors.
- (g) The Board shall appoint a regional advisory committee or committees consisting of individuals who utilize services or the actively involved relatives of such individuals and a regional advisory committee or committees of service providers. The committees shall advise the Board as requested by the Board.
- (h) A quorum, consisting of a majority of the membership of the Board, shall be required to take action, and a majority of the votes held by those members who are voting on a proposed action is required to approve the action.
- (i) The governing body is a creature of and subject to the Iowa Open Meetings Law and the Iowa Open Records Law.

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- (j) The Chairman, the Vice-Chairman and the Secretary/Treasurer of the Board shall be elected at the meeting at which the election of officers is held and they shall serve for a term of one year or until their respective successors in office are chosen. The Board shall hold at least two meetings during each fiscal year on dates and at places that shall be determined by the Board. Special meetings shall be held at the call of the Chairman, the Administrator, or upon petition to the Chairman by three voting members of the Board.
- (k) The Board shall adopt by-laws for the effective operation of the Board.
- (l) The Board shall provide regional administration by appointing an administrator:
  - a. The Board shall set the compensation for the Administrator.
  - b. The Board shall direct the Executive Committee to conduct regular performance evaluations of the Administrator.
  - c. The Administrator's resident member county or County Social Services Fiscal Agent will be the employer of record and establish benefits and personnel rules.
  - d. The Administrator shall be under the direct control of the County Social Services Board of Directors. The Administrator is the single point of accountability for the region. The Board will approve a job description outlining the Administrator's responsibilities to include but not limited to:
    - i. Support the function of the County Social Services Board.
    - ii. Manage the Regional Service System Budget and expenditures for all member counties from the combined fund.
    - iii. Manage the Regional Service System Management Plan.
    - iv. Develop the business plan for County Social Services.
    - v. Manage performance-based contracts for services not funded by the medical assistance program and coordinate for the provision of medical assistance program with the department.
    - vi. Negotiate contracts and designate targeted case management agencies.
    - vii. Apply for grants and all other contracts for revenue as directed by the County Social Services Board.
    - viii. Employ or contract with persons or entities (including contracting with member counties for member county employees to provide services to County Social Services) to staff the needs of County Social Services; however, the terms of all employment or contracts for staff shall be approved by the County Social Services Board. Staff shall include one or more coordinators of services. Coordinators must have a bachelor's or higher degree in human services related or administrative related field. In lieu of a degree in administration, a coordinator may provide documentation of relevant management experience.
      - 1. Functions and responsibilities that may be assigned to county employees include but not limited to:
        - a. Communications;
        - b. Strategic Plan Development;
        - c. Budget Planning and Financial Reports;
        - d. Operations-personnel, benefits, space, training, etc.;
        - e. Risk Management;
        - f. Compliance and Reporting;

- g. Service Processing, Authorization and Access;
  - h. Provider Network-development, contracting, quality and performance;
  - i. Payment of Claims;
  - j. Quality Assurance;
  - k. Service Coordination
  - l. Resource Management
  - m. Appeals and Grievances; and
  - n. Information Technology
- ix. Managing county offices and personnel when appointed the county coordinator by member counties.
- (m) The Board may employ legal counsel and other professional services for the effective performance of County Social Services.
- (n) All references to the "Executive Board" as contained in these articles shall be to the Executive Board provided by the bylaws of CSS.

#### **IV. Duration**

- (a) It is the intention of the parties to this agreement that CSS be a permanent organization and perpetual in duration. Additional counties or agencies may be added to the membership of CSS.
- (b) For the purpose of providing for the future stability of CSS, all present and future members shall remain in CSS and may not unilaterally withdraw unless written notice is provided from the county's Board of Supervisors to CSS Board prior to November 15<sup>th</sup> for effective withdrawal at the end of the fiscal year on the following June 30<sup>th</sup>. A member county that withdraws will be entitled to the same terms outlined in section X:Withdrawal and Dissolution (b).
- (c) In the event an additional agency or county shall apply for membership in CSS and said application is considered and approved by the Board, then said agency or county may be added to the membership, provided, however, that as a condition of membership, each additional agency or county agrees to abide by the terms of this Agreement as set out herein and possesses the legal power and authority to do so on behalf of their respective agency or county. The DHS Director may request a county be placed in the CSS region as deemed necessary to sustain regional mental health and disability services state-wide.
- (d) Should additional counties or agencies be added to the membership, they shall be admitted to membership upon such terms and conditions as may be fixed by the Board, providing, however, that such terms and conditions shall in no way be inconsistent with the provisions of this Agreement.

#### **V. Powers**

CSS shall be a public, joint venture, legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare of the people. The Board shall have each and all of the following powers:

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- (a) To sue and be sued.
- (b) To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other monies of CSS.
- (c) To acquire, hold, use and dispose of other personal property for the purpose of carrying out the functions and goals of CSS.
- (d) To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of CSS, subject to all liens thereon, if any, and to hold and use the same, and to dispose of the property so acquired which is no longer necessary for the purposes of this Agency.
- (e) To accept gifts or grants of real or personal property, money, material, labor or supplies for the purpose of carrying out the functions and goals of CSS, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.
- (f) To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs, and for the use, maintenance and operation of its facilities and any other of its properties, and to amend the same.
- (g) To do and perform any actions authorized by Chapter 28E, Code of Iowa, and by this Agreement through its officers, agents and employees, or by contracts with any other person(s).
- (h) To enter into any and all contracts, execute any and all instruments, and to do and perform any and all acts or things necessary, convenient or desirable for the purpose of carrying out the goals and functions of CSS or to carry out any powers expressly given by this Agreement.
- (i) To fix, establish and maintain such rates, fees, rentals or other charges for the services and facilities of CSS, sufficient to pay at all times the cost of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of CSS then outstanding, and to provide for replacements, depreciation and any other necessary functions.
- (j) To make or cause to be made studies and surveys necessary and/or useful and convenient to carrying out the functions of CSS.
- (k) To contract with and provide compensation for professional services which may be needed to efficiently run CSS.
- (l) To prepare and recommend, to member counties, local ordinances governing social service regulations as may from time to time be deemed necessary.
- (m) To exercise such powers relative to the efficient provision of social services as are available under then existing laws to each member county as is necessary or useful and convenient to carrying out the functions of CSS within such member county.
- (n) To provide a system of budgeting, accounting, auditing and reporting of all CSS funds and transactions, for a depository, and for the bonding of employees.
- (o) To consult with representatives of Federal, State and local agencies, departments and their officers and employees.

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- (p) To contract with any agencies and departments required to fulfill the purposes for which CSS was created.
- (q) To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes and to secure the payments of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of CSS's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.
- (r) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment or to designate employees of member counties to perform functions on behalf of CSS and provide reimbursement to the member county.
- (s) To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions, with municipal, county, State or the Federal government.
- (t) To exercise any other power necessary to discharge its obligations and fulfill the purposes of the Agreement.

## **VI. Cooperation from Counties**

The member counties agree to provide support as follows:

- (a) To respond to reasonable requests to make local records available to CSS Board for the purposes of this Agreement.
- (b) To provide sufficient office space for the performance of contracted services.
- (c) To support the effective collaboration of other county functions related to the provisions of contracted services.
- (d) To provide county staff (including administrators) as agreed to between the member counties Board of Supervisors and CSS Board for the effective provision of contracted services.
- (e) To contribute the member county's maximum maintenance of effort under the Mental Health & Disability (Fund 10) property tax levy or alternative levels established by state law or agreed to by two-thirds of the entire membership of the Board.
- (f) To contribute member county's Mental Health & Disability (Fund 10) accrual fund balance at the time of entry into CSS.

## **VII. Financing**

- (a) The Board shall prepare an annual budget for the operation of CSS which is to be adopted in January of the year preceding the beginning of the next fiscal year. The fiscal year for CSS shall commence on July 1 and terminate on June 30 of each year.
- (b) The Board shall direct allocation of member county mental health and disability fund dollars to the combined account of the County Social Services Fiscal Agent as needed. Any State, Federal, local, grant or other revenue received by County Social Services (or by a member county for Region purpose and functions) shall be deposited in the combined account of the County Social Services Fiscal Agent.

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- (c) All expenditures for County Social Services shall be paid by the combined account of the County Social Services Fiscal Agent either by direct payment or reimbursement to a member county. The combined account will contain all expenditures subject to the annual report requirements to the Iowa Department of Human Services.
- (d) The fiscal agent shall regularly audit fiscal management of the combined account, retain an annual independent audit of the combined account and submit the findings to the Board. Member counties will request quarterly reimbursement of all covered costs incurred on behalf of County Social Services regional administration. Costs must have been authorized under the Regional Service System Budget, be a covered service under the Regional Service System Management Plan or have approval by the County Social Services Board.
- (e) The financing of the region is limited to a fixed budget amount. The fixed budget amount shall be the amount identified in the Regional Service System Management Plan and Budget for the fiscal year. The Budget will be for ninety-nine percent of the funding anticipated to be available. The Region may expend all of the funding anticipated to be available.
- (f) The Board shall develop a policy to establish an adequate reserve for cash flow and risk management of the regional administration.
- (g) The Board shall develop a policy for reinvestment of savings to advance the mission of County Social Services.
- (h) In the event of a shortfall that results in a negative equity position on CSS's balance sheet or a negative ending cash balance in the operating budget, each county will provide an amount necessary to cure the negative equity position or negative balance. The percentage of the amount that each county shall be required to contribute will be based on the county's population as shown in the last completed Federal Census, or special Federal Census, whichever is latest, for the purpose of allocating the portion that each county will provide. Any amounts assessed under this subdivision shall be made only upon the affirmative majority vote of all members of this 28E Agreement with each member being entitled to one vote.
- (i) The entity shall, when investing funds, comply with the provisions of sections 12B.10 and 12B.10A through 12B.10C of the ~~then current~~ Code of Iowa in addition to compliance with any other applicable law(s).

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## VIII. Not for Profit

It is expressly understood that CSS is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

## IX. Suspension of Voting Rights and Services

In the event that a shortfall occurs, as defined in VII(h) or in the event any member county fails to make a payment to the Region as required under this Agreement for 45 days after such payment is requested in writing, then the member county will be deemed delinquent. Then during any period of delinquency by a member county in the payment to CSS of any obligation, such county shall not be entitled to the services of CSS, nor shall the county be entitled to vote on matters coming before the Board unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Board.

## X. Withdrawal and Dissolution

- (a) CSS shall be completely dissolved and this Agreement terminated only upon the affirmative vote of three-quarters of the entire membership of the Board passed at two successive meetings of the Board and with each member having one vote. The dissolution resolution shall specify the date and time such dissolution shall be effective. The resolution may be

amended to extend the effective date of the dissolution if the amendment is approved prior to the scheduled dissolution date by three-quarters of the entire Board.

- (b) In the event of a complete dissolution of CSS, any real or personal property shall be sold and the proceeds distributed prorata among all counties. The percentage that each county shall receive shall be based on that county's population as shown to the latest completed Federal Census, or Special Federal Census, whichever is latest. The total assets remaining shall then be multiplied by the percentage as set forth in the preceding sentence and each county will receive a distribution which represents the total assets multiplied by the above percentage. Any delinquency by a county in its obligations to CSS shall be deducted from the delinquent county's share.
- (c) If the County Social Services Board of Directors feels it is in the best interest of the Region for a member county to be removed from the Region, the Board will pass a resolution with explanation of the reasons for the recommendation to the member counties. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to the County Social Services Board Chair a copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

## XI. Manner of Acquiring and Holding Property

- (a) The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of CSS and the carrying out of the purposes of this Agreement. The Board shall maintain title to all such property owned or held in the name of CSS and shall require the Board Secretary to maintain an inventory. All conveyances of real property owned by or held in the name of CSS shall be made and executed on behalf of CSS by the Chairman or Vice-Chairman and Secretary of the Board.
- (b) Capital Assets purchased by CSS and not identified and inventoried by the CSS Board shall become the property of the member county holding possession and inventory of the asset.
- (c) Member counties will allow transfer of assets designated for CSS use between member counties upon notice to the respective county Auditor's for inventory tracking.

## XII. Amendment of Agreement

- (a) This Agreement may be amended or repealed at any regular or special meeting of the CSS Board, provided that written notice shall be sent to each member at least ten (10) days prior to voting on such amendment. Such amendments shall be considered to have passed if a majority of those Board members present vote in the affirmative.
- (b) No amendment to this agreement shall be made in any manner or for any purpose so as to adversely affect the interests of the holder or holders of any bonds or other obligations of CSS.

## XIII. Arbitration of Disputes between Members

When member counties fail to settle disputes voluntarily, CSS will attempt to settle the dispute pursuant to the following methods:

- (a) Mediation conducted pursuant to Chapter 679C, Code of Iowa;

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(b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A, Code of Iowa.

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#### XIV. Severability

If any one or more provisions of this agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

#### XV. Adoption and Signatures

Said counties have caused this Amended and Substituted Agreement to be adopted pursuant to the provisions of Article XII above at a meeting of the Board of Directors on October , 2020, and to be executed on their behalf by its President and Secretary.

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Deleted: their duly authorized officers, and the same to be attested to by their Auditor...

COUNTY SOCIAL SERVICES

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

Its: President

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

Its: Secretary