

COUNTY SOCIAL SERVICES 28E GOVERNING BOARD AGENDA

To: County Social Services Board Members
From: Mary McKinnell
Date: January 25, 2023
Re: County Social Services Board Meeting
Date: January 25, 2023
Time: 10:00 A.M.

Time and Location: Wednesday, January 25, 2023 at 10AM in Winneshiek County. Winneshiek County Courthouse Annex. The address is 201 West Main St, Decorah IA 52101

Although we prefer to have in-person attendance for the Board meeting, we do understand that is not always possible. Please utilize the information below to attend virtually, if needed.

County Social Services Board Meeting

Jan 25, 2023, 10:00 AM – 12:00 PM (America/Chicago)

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

<https://meet.goto.com/169529237>

You can also dial in using your phone.

Access Code: 169-529-237

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Call County Social Services Board Meeting to order.

1. Approve today's agenda and the minutes of November 30, 2022. Discussion/Action.
2. Introductions of current and new Board members.
3. Election of new officers. Continue Executive Committee succession. Discussion/Action.
4. Committee members (Human Resources Committee, Wellness Committee, Adult Advisory and Child Advisory) needed. Discussion/Action.
5. Adult Services Provider Representative, Brittney Montross. Feedback.
6. Children Services Representative, June Klein-Bacon. Feedback.
7. Consumer Representative, Bruce Grant. Feedback.

Human Resources

8. CSS Employee Wage Increases for FY24- Discussion
9. CSS Board Orientation Meeting- Wednesday February 8th, 2023, at 10am at CSS Waterloo Office- Information only

Programs

10. Youth Crisis Center, Brownstone, update.

Organization

11. Mathematica Policy Research Report to Department of Health and Human Services (HHS).
Discussion
12. Financial report for November and December of 2022.
13. December claims. Discussion/Action.

Pmt Date	\$ Amount		Pmt Date	\$ Amount
12/6/2022	\$345,832.73		1/3/2023	\$207,442.18
12/13/2022	\$155,269.77		1/10/2023	\$57,593.26
12/20/2022	\$160,498.53		1/17/2023	\$105,647.78
12/27/2022	\$114,939.81		1/24/2023	\$200,682.19
Total	\$776,540.84		Total	\$571,365.41

14. Review Exceptions to Policy.
15. Review and action to authorize the Chair to sign provider agreements and/or rate requests with:
 - Heart and Solutions (Medicaid rate increase) effective 1-1-23
 - The Spectrum Network (add job coaching tier) effective 2-1-23
 - 2023 ISAC Wellness Program Agreement
16. County Social Services must have an actuarial valuation of our OPEB (Other Postemployment Benefits) liability pursuant to GASB75 according to the Iowa Auditor of State. We have received a quote from Nyhart out of Indiana, recommended by the Iowa Auditor of State, and the cost for a full report is \$4,500 and for an interim report is \$2,500. We first need the full report for FY2022. We have requested a quote from Van Iwaarden out of Minneapolis but have not heard back. Discussion and action for Chair to sign Actuarial Services Agreement with Nyhart.
17. FY21 Audit. Discussion/Action.
18. Adjourn; next Board meeting will be in Allamakee County on 2/22/23 at 10AM.

November 2022 COUNTY SOCIAL SERVICES BOARD MINUTES

The November/December 2022 County Social Services Board Meeting was held in Tama County at the Tama County Highway Department, on Wednesday, November 30, 2022, 10:00 am and via GoTo Meeting.

Board Members Present: Craig White, Black Hawk, Greg Barnett, Butler, Jacob Hackman, Chickasaw, Roy Schwickerath, Floyd, Heidi Nederhoff, Grundy, Pat Murray, Howard, Mark Hendrickson, Mitchell, Larry Vest, Tama, Brittney Montross, Adult System Provider Rep, Bruce Grant, Adult System Consumer Rep, CSS CEO Mary McKinnell. Via GoTo Meeting: Sharon Keehner, Clayton, Jeanine Tellin, Fayette, June Klein-Bacon, Children's System Parent Rep., Kristi Aschenbrenner, Children's Education System Rep, Absent: Larry Schellhammer, Allamakee, Gary Rustad, Winneshiek, Katie Wahl, Children's System Provider Rep.

Chair Barnett called County Social Services Board Meeting to order.

1. Motion by White, Black Hawk, second by Murray, Howard, to approve today's agenda and the minutes from October 26, 2022. Motion carried.
2. Adult Services Provider feedback was given by Brittany Montross.
3. There was no Children's Services Provider feedback per June Klein-Bacon.
4. There was no Consumer Representative feedback per Bruce Grant.
5. Motion by Murray, Howard, second by Hackman, Chickasaw, to formalize the CSS Medical Leave and Flexible Work Policies as of 1/1/2023 with an annual review, as recommended by the Board HR Committee. Motion carried.
6. Motion by Hackman, Chickasaw, second by White, Black Hawk to approve the FY2024 mileage reimbursement rate to remain at \$0.57/mile, as recommended by the Board HR Committee. Motion carried.
7. Motion by Murray, Howard, second by Hackman, Chickasaw, to approve the Employee Handbook Updates, as recommended by the Board HR Committee, with the addition of language of "lowest possible rate" when employees book hotels for work travel. Motion carried.
8. Megan Taets, HR Director, stated that a tentative date for New CSS Board Member Orientation will be Feb. 8, 2023, in Waterloo. Also a reminder that three new HR Committee members will be needed.
9. CEO McKinnell's Annual Performance Review was done by the Executive and HR Committees on 11/16/2022. Any CSS Board member wishing to view the hard copy may contact Taets.
10. Motion by Hackman, Chickasaw, second by White, Black Hawk, to approve Elevate's request for two more months of I-START funding (Nov/Dec) not to exceed \$75,600, while contracting with HHS continues. Motion carried.
11. Financial Reports for September and October 2022 were reviewed.
12. Motion by Schwickerath, Floyd, second by Murray, Howard, to approve the FY2022 CSS Annual Report. Motion carried.
13. Motion by Hackman, Chickasaw, second by White, Black Hawk, to approve the certification of the CSS FY2022 ending fund balance, with the caveat that it may change slightly as all counties have not yet filed their Annual Financial Reports. Motion carried.
14. Motion by Schwickerath, Floyd, second by Hendrickson, Mitchell, to approve November claims runs. Motion carried.
15. Motion by Murray, Howard, second by Schwickerath, Floyd, to authorize chair to sign contract and rate sheet with Flowstate Health. Motion carried.
16. October 2022 Exceptions to Policy were reviewed.
17. Thank you from CSS Staff to all 7 outgoing CSS Board members.
18. Motion by Schwickerath, Floyd, second by Vest, Tama, to adjourn. Motion carried. Next meeting will be Wednesday, January 25, 2023, 10:00 am in Winneshiek County.

Revenue	Budget	Prior Month	Current Month	YTD	% YTD
Distribution from MHDS Regional Mbrs	\$ -	\$ -	\$ 825	\$ 190,526	#DIV/0!
Regional Service Payment	\$ 11,071,566	\$ -	\$ -	\$ 5,572,662	50%
Medicaid Reimbursement (TCM)	\$ 116,900	\$ 10,336	\$ 12,985	\$ 46,189	40%
Misc Refunds/Rebates/Care & Keep	\$ 40,000	\$ 86	\$ 4,390	\$ 48,029	120%
Interest/Use of Money & Property	\$ 1,000	\$ 30,701	\$ 34,203	\$ 115,173	11517%
Total Revenue	\$ 11,229,466	\$ 41,123	\$ 52,404	\$ 5,972,579	53%

Expenditure Domain

Core

Treatment	\$ 1,070,000	\$ 5,744	\$ 57,244	\$ 109,319	10%
Crisis Services	\$ 3,736,922	\$ 6,070	\$ 192,083	\$ 594,145	16%
Support for Community Living	\$ 2,702,000	\$ 145,745	\$ 100,742	\$ 451,700	17%
Support for Employment	\$ 441,000	\$ 26,487	\$ 24,642	\$ 98,956	22%
Recovery Services	\$ 69,000	\$ 198	\$ -	\$ 35,898	52%
Service Coordination	\$ 7,000	\$ -	\$ -	\$ -	0%
Sub-acute Services	\$ 270,000	\$ -	\$ 23,323	\$ 70,698	26%
Evidence Based Treatment	\$ 160,000	\$ 1,787	\$ 1,452	\$ 3,238	2%
Mandated	\$ 530,000	\$ 74,066	\$ 10,908	\$ 174,620	33%
Additional Core					
Justice System Involved Services	\$ 372,000	\$ 53,107	\$ 14,301	\$ 141,169	38%
Evidence Based Treatment	\$ 200,000	\$ 6,579	\$ 559	\$ 8,537	4%
Other Informational Services	\$ 350,000	\$ 10,400	\$ 10,400	\$ 94,547	27%
Essential Community Living Support Services	\$ 2,087,540	\$ 170,805	\$ 148,615	\$ 778,435	37%
Other Congregate Services	\$ 1,200,000	\$ 84,794	\$ 105,673	\$ 283,779	24%
Administration	\$ 1,370,000	\$ 87,219	\$ 81,429	\$ 516,960	38%
County Provided Case Mangement	\$ 116,900	\$ 7,844	\$ 9,042	\$ 45,409	39%
Total Expenditures	\$ 14,682,362	\$ 680,844	\$ 780,413	\$ 3,407,409	23%

November Payroll/Benefits Breakdown:

Gross Payroll	\$123,245
FICA (Employer)	\$8,995
IPERS (Employer)	\$11,398
Insurance (Employer)	\$35,245
TOTAL	\$178,883

Year-to-Date Per Capita Annualized Expenditure Rate: \$ 28.07

Fund 8500 Health Reimbursement Account Fiscal YTD (11/30/2022)	Balance Fwd from prior FY	\$ 164,439
	Revenue	
	Employer Contributions	\$ 181,280
	Employee Contributions	\$ 24,091
	Flex - Employee Contributions	\$ 5,647
		\$ 211,018
	Expenditure	
	Health Insurance Pmts (ISAC)	\$ 200,105
	Medical Claims Pmts (Auxiant)	\$ 25,296
	Flex Claims (Auxiant)	\$ 2,193
	\$ 227,594	
BALANCE	\$ 147,863	

Ending Cash Balance 11/30/22 (Fund 4150 and Fund 8500 combined) \$ 11,335,503

Revenue	Budget	Prior Month	Current Month	YTD	% YTD
Distribution from MHDS Regional Mbrs	\$ -	\$ 825	\$ 1,781	\$ 192,307	#DIV/0!
Regional Service Payment	\$ 11,071,566	\$ -	\$ 1,709,256	\$ 7,281,918	66%
Medicaid Reimbursement (TCM)	\$ 116,900	\$ 12,985	\$ 11,111	\$ 57,300	49%
Misc Refunds/Rebates/Care & Keep	\$ 40,000	\$ 4,390	\$ 2,035	\$ 50,064	125%
Interest/Use of Money & Property	\$ 1,000	\$ 34,203	\$ 36,928	\$ 152,101	15210%
Total Revenue	\$ 11,229,466	\$ 52,404	\$ 1,761,112	\$ 7,733,691	69%

Expenditure Domain

Core

Treatment	\$ 1,070,000	\$ 57,244	\$ 69,744	\$ 179,063	17%
Crisis Services	\$ 3,736,922	\$ 192,083	\$ 223,511	\$ 817,656	22%
Support for Community Living	\$ 2,702,000	\$ 100,742	\$ 120,168	\$ 571,868	21%
Support for Employment	\$ 441,000	\$ 24,642	\$ 21,433	\$ 120,389	27%
Recovery Services	\$ 69,000	\$ -	\$ -	\$ 35,898	52%
Service Coordination	\$ 7,000	\$ -	\$ -	\$ -	0%
Sub-acute Services	\$ 270,000	\$ 23,323	\$ 26,697	\$ 97,394	36%
Evidence Based Treatment	\$ 160,000	\$ 1,452	\$ 5,105	\$ 8,343	5%
Mandated	\$ 530,000	\$ 10,908	\$ 9,834	\$ 184,454	35%

Additional Core

Justice System Involved Services	\$ 372,000	\$ 14,301	\$ 48,584	\$ 189,753	51%
Evidence Based Treatment	\$ 200,000	\$ 559	\$ 7,899	\$ 16,436	8%
Other Informational Services	\$ 350,000	\$ 10,400	\$ 13,400	\$ 107,947	31%
Essential Community Living Support Services	\$ 2,087,540	\$ 148,615	\$ 251,822	\$ 1,030,257	49%
Other Congregate Services	\$ 1,200,000	\$ 105,673	\$ 111,804	\$ 395,583	33%
Administration	\$ 1,370,000	\$ 81,429	\$ 118,990	\$ 635,949	46%
County Provided Case Mangement	\$ 116,900	\$ 9,042	\$ 11,779	\$ 57,187	49%
Total Expenditures	\$ 14,682,362	\$ 780,413	\$ 1,040,769	\$ 4,448,179	30%

December Payroll/Benefits Breakdown:

Gross Payroll	\$181,118
FICA (Employer)	\$13,205
IPERS (Employer)	\$17,098
Insurance (Employer)	\$52,741
TOTAL	\$264,161

Year-to-Date Per Capita Annualized Expenditure Rate: \$ 30.53

Fund 8500 Health Reimbursement Account Fiscal YTD (11/30/2022)	Balance Fwd from prior FY	\$ 164,439
	Revenue	
	Employer Contributions	\$ 231,189
	Employee Contributions	\$ 30,724
	Flex - Employee Contributions	\$ 7,151
		\$ 269,064
	Expenditure	
	Health Insurance Pmts (ISAC)	\$ 200,105
	Medical Claims Pmts (Auxiant)	\$ 27,347
	Flex Claims (Auxiant)	\$ 2,253
	\$ 229,706	
BALANCE	\$ 203,796	

Ending Cash Balance 12/31/22 (Fund 4150 and Fund 8500 combined) \$ 12,132,003

Exceptions to Policy: October, November, & December 2022

Oct	NOV	DEC	Service	Waiting For	Why ETP	notes
\$185.00	\$185	\$185.00	Rent	Social Security	rent over 3 months	waiting for Social Security - does pay a portion of rent through employment
\$2,511.98			Day Habilitation	ID Waiver	other funding source - HD ID waiver funding started 11/1/2022	Waiting on SS determination - physical & brain health.
\$400.00	\$400	400	rent	Social Security	rent over 3 months	waiting on SS determination - Section 8 has been applied for
\$250.00			Rent	Social Security	rent over 3 months	waiting on SS determination - Section 8 has been applied for
\$385.00	385	\$385	Rent	Social Security	rent over 3 months	waiting on SS determination - Section 8 has been applied for
		150	guardianship	Guardianship in new Region	moved out of Region	new Region can fund - on waitlist
	700	700	Rent	Social Security	rent over maximum	Needed immediate assistance to obtain housing
		1980.75	Day Habilitation	ID Waiver	other funding source - ID	12/9/22. Planning meeting scheduled 12/27/22
		150	guardianship	Guardianship in new Region	moved out of Region	new Region can fund - on Waitlist
		4371.93	SCL	ID Waiver	other funding source - ID	2023
563.9	563.9	563.9	SCL	Elderly Waiver	other funding source - EW	applying for habilitation services to fund the SCL
	550	550	rent	Social Security	rent over 3 months	no income, in Hab home
\$4,295.88	\$2,783.90	\$9,436.58				

Guardianship - Agreement with other Regions to continue funding guardianship services for individuals who move into a new Region until the new Region can fund

Waiting on waiver approval - CSS policy to fund for 60 additional days of funding after a person receives a waiver slot. This allows for time to complete assessment & set up a planning meeting. ETP for 3 cases in December is due to the assessment and planning meeting taking longer than 60 days. These are services that CSS was already funding, they just now hit the ETP criteria due to taking longer than 60 days to set up services after awarded a waiver slot.

**WELLNESS PROGRAM AGREEMENT
BETWEEN THE IOWA STATE ASSOCIATION OF COUNTIES
AND PARTICIPATING COUNTY**

BACKGROUND

ISAC has demonstrated support for wellness programming for many years by providing financial resources to counties to be used on wellness programming. ISAC is dedicated to providing members every opportunity to become healthier, and to creating a culture of health and wellness in all counties participating in the ISAC Group Health Program. This is why ISAC is offering counties the opportunity to participate in a more robust wellness program, along with the assistance of a health management consultant and incentive program to help them achieve their goals. ISAC is determined to address rising health care costs through effective wellness programming to encourage healthy behavior changes in the employee population.

WORKSITE WELLNESS PLAN

The ISAC enhanced wellness program will include comprehensive consulting services and biometric screenings as well as an incentive program to both counties and policy holders during the plan year of 2023.

POPULATION TO BE SERVICED

The ISAC Wellness Program is only available to member employees. Comprehensive consulting may assist county wellness committees in planning and implementing additional programs that can be available to all employees. The \$352 incentive is available to current county employees who are in the ISAC group health plan.

ISAC WILL PROVIDE THE FOLLOWING:

- A dedicated Health Management Consultant to assist in assessment, planning, implementation and evaluation of wellness initiatives.
- Lifestyle management tools to help members better manage their health, including nutrition planning, fitness planner, online behavior change programs, and more.
- An 8 month walking challenge. Individuals will receive \$1 a day for each day they walk 10,000 steps. ISAC will host two additional corresponding walking challenges within that time to encourage county vs county competition.
- A \$352 incentive that will be offered for those qualifying employees who have completed a wellness assessment (\$25), completion of fax form from a qualified physician (\$75 Reimbursed through the ISAC Accident Plan), Connecting a wearable device (\$5), Completing the EAP Review (\$5), and up to \$242 for the daily walking challenge. ISAC will reimburse the county up to the \$277 + the employers FICA tax.
- HIPAA training for committee members receiving monthly participation reports.

- A rate discount to any county that meets the criteria listed under “Participating County” and documents their achievement.

FEES

ISAC is assuming all fees associated with the wellness program enhancements, which includes comprehensive consulting and online lifestyle management programs through Mercy Health Network. Participating counties will have no financial obligations associated with this program. Each participating county will receive \$20 per contract per year to use toward approved additional incentives to increase engagement.

PARTICIPATING COUNTIES MUST:

- Form a wellness committee (volunteer or appointed), if one is not already established, that will meet at least four times per calendar year to plan and implement wellness programming. The Health Management Consultant will provide each county with the tools and materials needed to promote these programs.
- Include at least one Supervisor on the committee to support the wellness initiative by holding an active role in the wellness committee and encouraging employees time to participate in wellness activities. County leaders are also encouraged to be an example to employees by participating in programs themselves.
- Encourage employees to complete a physical with a physician. And complete their online assessment. Doing these two things will earn the county the wellness discount on their premiums.
- Comply with the HIPAA privacy rule to ensure the confidentiality of protected health information. This includes participants names in the program.
- Encourage employees to participate in the ISAC Wellness Walking Challenge to receive their full \$352.

COLLABORATION

ISAC is committed to creating a culture of health and wellness at all ISAC counties. ISAC will work with the counties to identify and address its employee health risks through the proposed engagement. We look forward to collaborating with you to promote wellness programs, and welcome any information that you can provide to help us better understand and meet your wellness needs.

2023 ISAC WELLNESS AGREEMENT

Iowa State Association of Counties and the participating county have caused this agreement to be executed January 1st – October 31st, 2023. The undersigned hereby consent to render services accordingly.

County Social Services MHDS Region elects to participate in the 2023 ISAC Wellness Program, as detailed above.

_____ County elects NOT to participate in the 2023 ISAC Wellness Program; understanding that the county will no longer receive the benefits associated with the program.

William R. Peterson, Executive Director
Iowa State Association of Counties

Date

Chairperson, CSS Governing Board

1/24/2023
Date

Please return this agreement to:
ISAC Wellness, 5500 Westown Pkwy #190, West Des Moines, IA 50266
FAX: 515-244-6397 or EMAIL: wellness@iowacounties.org



**THE HOWARD E. NYHART COMPANY, INC. ("NYHART")
SERVICE AGREEMENT ("AGREEMENT")**

Agreement Between Nyhart, and:

Client Name:	County Social Services
Primary Contact Name:	Karen Dowell
Primary Contact Address:	1407 Independence Ave., 4 th Floor
	Waterloo, IA 50703
Primary Contact Phone:	(319) 292-2271
Primary Contact Fax:	(319) 291-2628
Primary Contact Email:	kdowell@countysocialservices.org

Services to be provided by Nyhart

All services to be provided by Nyhart are subject to your full cooperation and prompt submission of complete and accurate information. Nyhart will rely on any and all information that you provide pursuant to this Agreement and on file at our office as to accuracy and completeness. Nyhart will have no responsibility to verify such information and no liability for errors or omissions as a result of relying on such information, except to the extent required by generally accepted professional standards and practices. Nyhart is not a law firm or a public accounting firm and does not provide legal or tax advice.

For the fiscal year ending June 30, 2022, Nyhart will provide the following actuarial services:

- Data collection, review, and analysis. Feedback and commentary for inaccurate or unexpected data will be provided as necessary
- Preparation of a comprehensive annual report / actuarial valuation
- Disclosures as required by GASB 75

For the fiscal year ending June 30, 2023, Nyhart will provide the following actuarial services:

- Interim GASB 75 report

Fees for services provided by Nyhart

<u>Service</u>	<u>Fee</u>
FYE 6/30/2022 - Full GASB 75 Actuarial Valuation Report	\$4,500
FYE 6/30/2023 – Interim GASB 75 Actuarial Valuation Report	\$2,500

If a GASB results breakdown by employee groups is required additional fees will apply. The additional cost will be a 10% of project fee increase for a two group breakdowns plus an additional 1% for each extra group breakdown requested. The additional fee will be limited to 1/3 of the current year's fees.

The fee for the interim GASB 75 report will be revised if there have been any significant events subsequent to our last full update. Examples of significant events include, but are not limited to, large premium rate and enrollment changes, material benefit design amendments, and participant contribution policy modification.



Client will be invoiced prior to the beginning of the project for 50% of the estimated fees for services outlined above. Once the labor accrued towards completion of the services exceeds 50% of the estimated fees, billing will occur monthly until the completion of the project. Each invoice is due upon receipt. If any invoice remains unpaid for longer than 90 days from the date of the invoice, Nyhart may either suspend the provision of the Services until payment is received, or terminate this Agreement with immediate effect. Failure of Nyhart to exercise any remedy set forth above shall not prevent Nyhart from doing so with respect to any future unpaid invoice or taking any other actions available to Nyhart under law.

Please select the method of delivery of your invoice:

- I would like my invoice sent electronically to the primary contact's email address.
- I would like my invoice sent via regular mail to the attention of the primary contact at the address shown on the first page.

For an alternative invoice recipient, please provide their information below. If this section is left blank, we will send the invoice to the primary contact's email address on file or address shown above.

Invoice recipient name _____
Invoice recipient email address _____
Invoice recipient address _____

There will be additional fees for revisions to preliminary or final results that are due to:

- Incorrect information provided to us, typical examples include material changes to census data, changes to eligibility requirements or employer subsidies. The additional fee will be limited to 1/3 of the current year's fee for this type of revision.
- Changes to actuarial assumptions requested by the client that are expected to need more than four hours of labor to update the results. The additional fee will be based on billed labor in excess of four hours at our current hourly rates.

Additional services available if requested by Client

In addition to GASB 75 services, Nyhart offers the following additional services. Fee estimates will be provided upon request. Please visit www.nyhart.com or contact your Nyhart consultant for more information.

- Health Care Reform financial impact consulting
- Actuarial Value and Minimum Value determination
- Section 105(h) non-discrimination testing
- Iowa 509A actuarial certification
- Calculation of self-funded and COBRA premium rates
- Incurred But Not Reported (IBNR) Reserve calculations
- Medicare Part D Attestation
- What-if Modeling for health plan design and carrier changes
- Defined Benefit & Pension consulting and administration
- Defined Contribution, 401(k) & 403(b)
- Flex Accounts – FSA, HRA, & HSA consulting and administration

Relationship of the Parties

The legal relationship between Client and Nyhart shall be exclusively that of principal and agent. The parties hereto specifically agree and acknowledge that Nyhart shall not:

- Have discretionary authority over any aspect of the Plan;
- Be a fiduciary;
- Be responsible for ensuring that the Plan complies with any requirement to which the Plan is subject, or be liable to the Plan, Client, or any person if the Plan fails to comply with any such requirement;
- Have any duty or authority to enforce the payment of any contribution owed under the Plan;
- Be responsible for the adequacy of the trust established as part of the Plan, or be liable for any benefits owed under the Plan;
- Exercise discretion as to any Plan function; or
- Have any obligation to perform any service not specified in this Agreement or otherwise agreed to in writing by the parties (regardless of whether such service may be considered "customary" services to be provided by Nyhart).

Client agrees that Nyhart shall use all information and data supplied by or on behalf of the Client without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Nyhart at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, Nyhart will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the Client in respect of any resulting additional work actually carried out.

The Client further understands that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to Nyhart, whether intentional or by error, could result in an impairment of Nyhart's services.

Client Responsibilities and Representations

The Client has general responsibilities with respect to the Plan, including

- Providing all information required by Nyhart to perform its services under this Agreement on a timely basis;
- Serving as fiduciary for the Plan;
- Communicating Plan details to employees and answering employee questions;
- Ensuring adequate funding of the Plan; and
- Authorizing plan disbursements and ensuring accuracy of information provided.

Dispute Resolution

Nyhart and Client agree that before commencing any action or proceeding with respect to any dispute between the parties arising out of or relating to this Agreement or the Services they first shall attempt to settle such dispute through consultation and negotiation in good faith and in a spirit of mutual cooperation. Any such dispute will be submitted in writing to a panel of one (1) senior executive or official of each of Nyhart and Client, who will promptly meet and confer in an effort to resolve such dispute. Each party's representative will be identified by notice to the other, and may be changed at any time thereafter by notice to the other. Any mutually agreed decisions of the executives will be final and binding on the parties. In the event the executives are unable to resolve any dispute within thirty (30) days after submission to them, either party may then refer such dispute to mediation by a mutually acceptable mediator to be chosen by Nyhart and Client within forty-five (45) days after written notice by either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations, which are not subject to discovery. The costs of the mediator shall be shared equally, but each party shall pay its own attorneys' fees.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of alternative dispute resolution within six months of the date of the initial demand for mediation by one of the parties may then be



submitted to a court of competent jurisdiction. To facilitate an expeditious and economical judicial resolution of such dispute, Nyhart and Client agree to waive and not to demand a trial by jury, and not to include any employee, officer, director or trustee of either as a party, in any action, proceeding or counterclaim relating to such dispute. Nothing in this section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. Any claim, action or proceeding against Nyhart will be barred unless Client initiates the dispute resolution procedures outlined below within one year of first discovering the act, error or omission that is the basis for such claim.

Indemnification and Limitation of Liability

The liability of Nyhart, in tort, contract or otherwise, to Client, a Plan and the officers, directors, trustees, employees or shareholders of any of them, and to any other third party, for all claims arising in connection with or contributed to by this Agreement and the Services (including without limitation multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not include loss of profit or incidental, consequential, indirect, punitive or similar damages and shall be further limited to the amount of fees for Services received by Nyhart under this Agreement for the twelve (12) months immediately preceding the act, error or omission upon which such liability is based. Nothing in this paragraph shall apply to any liability which has been finally determined to have arisen from willful misconduct or fraud on the part of Nyhart or which cannot lawfully be limited, modified or excluded.

Client shall indemnify Nyhart from and against any and all claim, loss, liability or damage (including attorney's fees) which Nyhart may incur by reason of its good faith service delivery to Client.

Nyhart shall indemnify the Client from and against any and all claim, loss, liability or damage (including attorney's fees) which the Client may incur: (i) arising out of any material breach by Nyhart of any of its material obligations, representations or warranties contained in this Agreement; or (ii) arising out of Nyhart's negligence, gross negligence or willful, fraudulent, or criminal misconduct associated with its performance of services under this Agreement. The parties further recognize that clerical errors and variations may occur. When discovered, they will be corrected or adjusted by Nyhart, in accordance with its normal procedures, to the extent reasonable and possible.

Acceptance

The items and conditions of this Agreement are agreed to and accepted by Client on behalf of the Plan. This Agreement is effective only when signed by all parties.

County Social Services

By: _____
Printed Name: _____
Date: _____

Nyhart

By: _____
Printed Name: _____
Date: _____