

COUNTY SOCIAL SERVICES 28E GOVERNING BOARD AGENDA

To: County Social Services Board Members
From: Mary McKinnell
Date: September 27, 2023
Re: County Social Services Board Meeting
Date: September 27, 2023
Time: 10:00 A.M. to Noon

Time and Location: Wednesday, September 27, 2023, at 10AM in Fayette County. The address is 221 South Industrial Parkway, West Union, IA. Park on the west side of the building in the rock parking lot.

We prefer to meet in-person, yet you are welcome to attend virtually if meeting in-person is not possible.

CSS Board Meeting

Sep 27, 2023, 10:00 AM – 12:00 PM (America/Chicago)

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

<https://meet.goto.com/741872557>

Get the app now and be ready when your first meeting starts:

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

Call County Social Services Board Meeting to order.

1. Approve today's agenda and the minutes of July 26, 2023. Discussion/Action.
2. Updates from Adult Services Provider Representative, Brittney Montross. Feedback.
3. Updates from Children Services Representative, June Klein-Bacon. Feedback.
4. Updates from Consumer Representative, Bruce Grant. Feedback.
5. Updates from Youth Provider Representative, Matt Homstad. Feedback.
6. Updates from Law Enforcement Representative, Sherriff Dan Marx,. Feedback.
7. Updates from Judicial Representative, Ashley Neundorf. Feedback.
8. Updates from CSS Board and Member Counties. Feedback.

Human Resources

9. Employee Satisfaction Survey- Information/Discussion
10. Review outside agency salary survey quotes- Discussion/Action

Programs

11. Outpatient Competency Restoration (OCR) – Polk Request For Proposal. Information.

Organization.

12. Fayette County CSS office move. Requesting approval of a 3-year lease and associated expenses. Discussion/Action.
13. Elevate's request for start-up funds for furniture, not to exceed \$10,000. Discussion/Action.
14. Systemic Impact Award from the National Center for START Services. Information.
15. Financial report and claims. Discussion.

16. Review Exceptions to Policy: Annual and August.

17. Review and action to authorize the Chair to sign provider agreements and/or rate requests with:

- Chickasaw County office lease
- West Union office lease
- Behavioral Health Intervention Services rate change:
 - i.** Families First
 - ii.** Counseling and Family Centered Services, Inc.
- Change ICAP primary to Megan and secondary Mary

18. Adjourn; next Board meeting will be in Floyd County on Wednesday, October 25, 2023, at 10AM.

JULY 2023 COUNTY SOCIAL SERVICES BOARD MINUTES

The July 2023 County Social Services Board Meeting was held in Clayton County at the Clayton County Building in Elkader, IA and via Go-To Meeting on Wednesday July 26th, 2023 at 10:00am.

CSS Board Members Present: Heidi Nederhoff, Grundy, Mark Hendrickson, Mitchell, Greg Barnett, Butler, Doug Reimer, Clayton, Mark Faldet, Winneshiek, Mark Kuhn, Floyd, alternate for Chickasaw, CSS CEO Mary McKinnell. Via GoToMeeting: June Klein-Bacon, Children's System Parent Rep, Brittney Montross, Adult System Rep, Kristi Aschenbrenner, Children's Education System Rep, Matt Homstad, Children's System Provider Rep., Ashley Neuendorf, Judicial Representative.

Not Present: Jacob Hackman, Chickasaw, Dan Marx, Law Enforcement Representative, Bruce Grant, Consumer Representative

Vice Chair, Barnett, Butler called the County Social Services Board Meeting to order.

1. Motion by Reimer, Clayton, Second by Faldet, Winneshiek to Approve today's agenda and the minutes of June 28, 2023. Motion Carried.
2. Motion by Reimer, Clayton, Second by Faldet, Winneshiek to Elect Chair, Jacob Hackman, Chickasaw Vice Chair, Greg Barnett, Butler, and Secretary/Treasurer, Heidi Nederhoff, Grundy. Motion Carried.
3. Adult Services Provider Representative, Brittney Montross Update. Providers working to assist some individuals who have been recently assigned to Molina, new MCO in Iowa effective 7/1/23 to help them transition to new MCO provider network, Case Manager, etc. Providers continue to face staffing shortages. Providers working to assist with housing issue and finding places for people to live and ways for individuals to stay healthy and safe during these hot summer months.
4. Children Services Representative, June Klein-Bacon. Provided update on new Handle with Care Program that CSS supports, which involves law enforcement working with school districts to support victims of domestic violence. Schools will identify these individuals to law enforcement and together they can contact CSS to assist with getting individuals connected to resources and services that may be available.
5. There was no Consumer Representative feedback for today per Bruce Grant.
6. Motion by Faldet, Winneshiek, Second by Nederhoff, Grundy to appoint Matt Homstad to serve as Youth Provider Representative. Motion Carried.
7. Motion by Faldet, Winneshiek, Second by Hendrickson, Mitchell to appoint Sherriff Dan Marx as Law Enforcement Representative. Motion Carried.
8. Motion by Nederhoff, Grundy, Second by Faldet, Winneshiek to appoint Ashley Neuendorf as Judicial Representative. Motion Carried.
9. Board and member county. Barnett discussed updating the Butler County General Assistance benefit schedule.

Human Resources

10. Motion by Reimer, Clayton, Second by Hendrickson, Mitchell to Reinstate 120 hours of Medical Leave hours to Ashley Rosendahl, Service Coordinator effective 7/19/23 due to recent update to the CSS Part Time employee policy in the CSS Employee Handbook stated below. Motion Carried, with Faldet, Winneshiek, opposed.
Part time employees moving from full-time to part-time status may carry over their existing Medical Leave hours up to and not to exceed 120 hours of their accrued Medical Leave at the time of their employment status change.
11. Motion by Hendrickson, Mitchell, Second by Nederhoff, Grundy to approve Sue Card, Office Specialist hourly wage increase from \$21.00 per hour to \$22.50 per hour effective the first full pay period after July 1, 2023. Motion Carried.
12. Motion by Reimer, Clayton, Second by Nederhoff, Grundy for HR to conduct Salary Survey. HR



CSS EMPLOYEE SATISFACTION SURVEY RESULTS 2023

(19 out of 23 Surveys were returned)

17 out of 19 employees felt differences are respected within their teams.

Ideas on how CSS might improve the DIVERSITY within our workplace culture:

- rotating employee committee members
- hiring individuals of diversity
- offering more DE& I trainings
- consider developing a mentorship program within CSS
- completing stay interviews with current employees
- celebrate people's differences and be open to the way people express themselves

16 out of 19 employees feel they are treated fairly.

11 out of 19 employees feel that CSS practices transparent communication as it relates to pay, promotions, and opportunities.

Ways to improve our EQUITY efforts:

- Continue to offer an employee satisfaction surveys each year
- Develop and communicate equity strategies

- Make informed, thoughtful, and fair decisions when it comes to giving employees wage increases
- Offering all employees opportunities for growth/promotions
- Not showing favoritism toward employees
- Appreciation that board mtg agendas are posted so employees understand what is being presented and voted on by the board each month
- Ensure all employees follow/practice the same policies and are treated fairly and respectfully.

16 out of 19 employees feel comfortable about sharing their opinions and ideas with coworkers, even if they differ.

What do employees appreciate most about their job?

1. Flexibility
2. Opportunities to learn different job tasks over the years.
3. Work/life balance
4. The employees
5. Support and Kindness from coworkers
6. Not being micro-managed
7. Staffing cases with my team and receiving great assistance and suggestions from others.
8. Opportunity to provide feedback to the organization and listening to our needs to improve things when possible.
9. IPERS
10. Autonomy from supervisors
11. Health and dental insurance
12. Supportive team environment
13. Work schedule

Improvements employees would like to see related to their job, workload, workspace, etc.:

- Allowing more work from home hours/days and working non-traditional hours.
- Hiring an additional Service Coordinator to work with children.
- Designating SC employees to work with specific populations
- Standing desks
- At times a heavy workload; feeling pulled in many directions
- To genuinely listen when others are talking and care about what people are saying.
- Consider a shift towards productivity over hours worked. Being paid for work completed is more beneficial to the employee and keeps everyone accountable.
- Increase in pay for those not in administrative roles.

Employees were asked to rate from 1 to 5 the overall communication within CSS...average rating results were 3.79

All employees are aware of our Employee Assistance Program through Carebridge.

All employees feel they have a positive and professional relationship with their team members.

18 out of 19 employees feel they their supervisor is available to them and listens to them.

A total of 4 employees from those who responded to the survey feel emotionally drained from work.

Salary Survey Organization	Services	Contact Name(s)	Estimated Cost	Timeline	Agencies worked with in Iowa
Gallup	Map out employee universe- salaries, talent acquisition, look at individual industry markets; Reach out to other organizations; aligning of current salaries with labor market; recommendations based on data and influence with the Board for decisions for the future; Recommend salary surveys to be completed every 5-7 years when markets are stable. If markets are unstable every 3-5 years.	Gil Queiros	\$250,000	No specific timeline provided	
Gallagher- Access to National Behavioral Health Compensation Survey	Exhaustive list of benchmark positions; Data collected from inpatient and outpatient BH facilities with data cuts presented for system vs independently owned entities. Specialized data cuts available for participants, including regional peer groups, state cuts, and more.	Shannon Malone	\$4,250	Participation opens Feb 14th and Publication date Sept 22nd	
Condrey & Associates, Inc.	Salary Survey will be conducted to approximately 15 organizations using an internet-based salary survey. Will provide CSS with 3 implementation plans showing impact of differing funding levels on the compensation plan. Condrey and Associates will if necessary detail the cost of any equity adjustment to ease employee pay compression. Three months followign the project implementation, they will conduct an employee appeals process which will provide employees an opportunity to provide written justification for appealing their classification. C & A will reply to all appeals in writing and will coduct telephone interviews to ascertain the nature of the appeals. C & A uses a Factor Evaluation Point-Factor evaluation system. Training with the FES application will be provided to CSS HR staff. Conduct extensive interviews with department heads. C & A utilizes a system of career ladders as an overlay to the classification system developed through their job evaluation system.	Steve Condrey and Jan Hansford	Fixed cost of \$19,500. This fee includes one year of follow-up TA at no additional charge.	Would plan to begin work on October 1, 2023 with a preliminary report submitted for review by December 2023 and final report before December 15, 2023.	Dallas County; City of Fort Dodge; Muscatine Power and Water; City of Pella; Story County; Winneshiek County
Bakkegard Consulting	Salary survey; Compensation strategies; future strategic change as it relates to employee wages/salaries	Nicole Bakkegard	\$150/hour approx 40-60 hours. Proposal with rough estimate \$6000-\$9000.	Did not specify a begin date.	*We are waiting on a response from Nicole re: timeframe, list of references/agencies completed salary surveys for, etc.



LEASE - BUSINESS PROPERTY - SHORT FORM

THIS LEASE, made and entered into this _____, by and between WK Empire Holdings, LLC ("Landlord"), whose address, for the purpose of this lease, is 819 9th St. SE, Suite. B, Dyersville, IA 52040 and County Social Services ("Tenant"), whose address for the purpose of this lease is 104 N. Walnut St., Suite B, West Union, IA 52175.

The parties agree as follows:

- 1. PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Fayette County, Iowa:

104 N. Walnut St., Suite B, West Union, IA 52175 – approx. 1,680 sq/ft

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on October 1, 2023, and ending on September 30, 2028, upon the condition that Tenant performs as provided in this lease.

- 2. RENT.** Tenant agrees to pay Landlord as rent \$800 per month, in advance commencing on October 1, 2023, and on the first day of each month thereafter, during the term of this lease. Rent for any partial month shall be prorated as additional rent. Tenant shall also pay: deposit in the amount of \$800 at the same time as the first month rent payment. Monthly rent shall be fixed for three (3) years. Monthly rent during year four will increase pro-rata based on the change in CPI-U-All Items-US City Average from the year prior to the current year. Monthly rent during year five will increase pro-rata based on the change in CPI-U-All Items-US City Average from the year prior to the current year.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall result in the imposition of a late fee in the amount of \$100 per month.

- 3. POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.
- 4. USE.** Tenant shall use the premises only for any legal purpose.
- 5. CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, air conditioning, parking area, driveway, sidewalks. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.
 - C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES,

ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

D. Tenant is responsible for all buildout costs. Said buildout must be approved by Landlord.

6. **UTILITIES AND SERVICES.** Tenant shall pay for all utilities and services which may be used on the premises with the exception of water, electric and heat (gas). Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **INSURANCE.**
 - A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
 - B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000 each occurrence and \$2,000,000 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other **within 20 days** after such

notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa. Any eviction action shall be completed in accordance with Chapter 648 of the Code of Iowa.

15. SIGNS. Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

- 16. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- 17. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.
- 18. CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 19. ADDITIONAL PROVISIONS.**
- a. Tenant may park in the rear of the building only.
 - b. Signage style and location must be approved by Landlord in writing prior to installation.
 - c. Tenant has five (5) options to renew this lease for a term of one (1) year each. However, Landlord may terminate Tenants ability to exercise said options with a written notice ninety (90) day prior to the termination of the lease. Said termination notice would cancel all of Tenants remaining renewal options. Monthly rent during each renewal term will increase pro-rata based on the change in CPI-U-All Items-US City Average from the year prior to the current year.

WK Empire Holdings, LLC

County Social Services

Josh Woodland, Member, LANDLORD

_____, TENANT

Move West Union Office Expenses

Description	Estimate	Notes
Carpet Labor/Glue	\$3,638.00	Caldwell Flooring (Labor & Glue); Landlords providing carpet
Paint Labor	\$1,200.00	Cheryl Schmitt
Paint	\$900.00	Estimated 15 gallons of paint
Remodel Total:	\$5,738.00	
	(\$7,200.00)	\$200 Rent Discount/month (\$800 for 3 years)
	(\$1,462.00)	Difference of Rental Discount w/ Remodeling Expenses
Movers	\$2,512.00	Two Men & A Truck
NGT/Technical	\$1,855.00	Next Generation Technologies (Wireless Unit, Set-up & Install)
Total:	\$4,367.00	
GRAND TOTAL:	\$10,105.00	
	(\$7,200.00)	\$200 Rent Discount/month (\$800 for 3 years)
	\$2,905.00	Difference of Rental Discount & total Remodel & Move Expenses

Irsh Items

Bedrooms

	Quantity	Price	Total
Full Size Bed Frames	5	\$ 60.00	\$ 300.00
Matress Covers	5	\$ 35.00	\$ 175.00
Bed Spreads	5	\$ 75.00	\$ 375.00
Sheet sets	8	\$ 50.00	\$ 400.00
Pillows	5	\$ 25.00	\$ 125.00
Dressors	5	\$ 300.00	\$ 1,500.00
Blinds	5	\$ 100.00	\$ 500.00
Full Size Mattress	5	\$ 225.00	\$ 1,125.00

Kitchens

Range cord, dishwasher hook ups	2	\$ 150.00	\$ 300.00
Refridgerator	2	\$ 2,000.00	\$ 4,000.00
Stove	2	\$ 800.00	\$ 1,600.00
Microwave	2	\$ 400.00	\$ 800.00
Dishwasher	2	\$ 800.00	\$ 1,600.00
Bar Stools	3	\$ 100.00	\$ 300.00
Dish Sets	3	\$ 100.00	\$ 300.00
Pan sets	2	\$ 150.00	\$ 300.00
Silverware sets	2	\$ 75.00	\$ 150.00
Cups	3	\$ 50.00	\$ 150.00
Utensils Sets	2	\$ 35.00	\$ 70.00
Tupperware	2	\$ 50.00	\$ 100.00
Misc Items	1	\$ 200.00	\$ 200.00
Breakfast Nook	1	\$ 450.00	\$ 450.00

Living Rooms

Couch	1	\$ 750.00	\$ 750.00
Loveseat	2	\$ 650.00	\$ 1,300.00
Recliner	2	\$ 650.00	\$ 1,300.00
Tables	1	\$ 500.00	\$ 500.00
Televisions	2	\$ 500.00	\$ 1,000.00
Television Mounts	2	\$ 100.00	\$ 200.00
Coffee Table or Ottoman	2	\$ 300.00	\$ 600.00
End Tables	3	\$ 100.00	\$ 300.00
Lamps	4	\$ 50.00	\$ 200.00

Staff Office

Desk	1	\$ 500.00	\$ 500.00
Filing Cabinet	1	\$ 250.00	\$ 250.00

Laundry Room and Entry

Vaccum, Mops, Toilet Brushes, Etc	1	\$ 1,000.00	\$ 1,000.00
Washer	1	\$ 900.00	\$ 900.00
Dryer	1	\$ 900.00	\$ 900.00
Cabinet for Supplies	1	\$ 400.00	\$ 400.00
Hall Tree with bench and storage	1	\$ 300.00	\$ 300.00

Décor

	1	\$ 2,000.00	\$ 2,000.00
--	---	-------------	-------------

Total \$ 27,220.00



University of
New Hampshire
Institute on Disability



NATIONAL CENTER
for START SERVICES™
Institute on Disability
University of New Hampshire

Special Recognition: Systemic Impact Award

is presented to

Mary McKinnell

on Tuesday, May 2nd, 2023

at the 2023 START National Training Institute in Austin, TX

This award recognizes Mary McKinnell for her significant contributions in improving the lives of people with intellectual and developmental disabilities and mental health needs.

Pamela Flaherty, M.Ed., Executive Director,
National Center for START Services™
Institute on Disability, University of New Hampshire

Karen Weigle, PhD, Associate Director
National Center for START Services™
Institute on Disability, University of New Hampshire

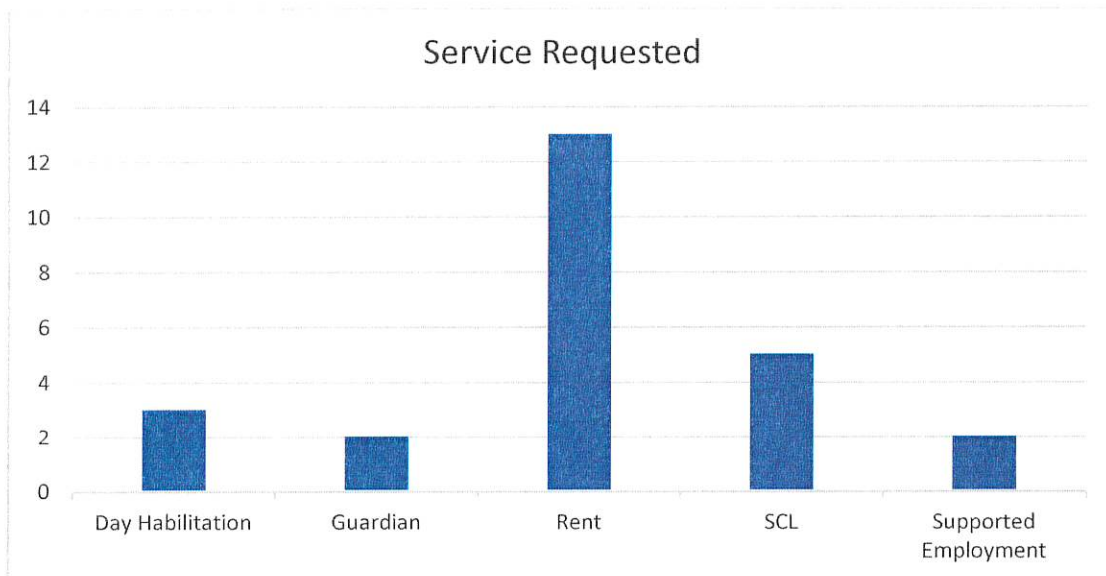
Exceptions to Policy for June, July, August 2023							
	June	July	August	Service	Waiting For	Why ETP	notes
	\$185.00	x	x	Rent	Social Security	rent over 3 months	has not requested for July or August
	\$385.00	\$385.00	\$385.00	Rent	Social Security	rent over 3 months	waiting on SS determination - Section 8 has been applied for
	\$150.00	\$150.00		guardianship	Guardianship in new Region	moved out of Region	moved out of Region - needs guardianship services until new Region can fund - on Waitlist
	\$4,371.93	\$4,371.93	\$4,371.93	SCL	ID Waiver	other funding source - ID	Assessment completed in May - waiting for MCO CM to be assigned
	\$73.05	x	x	supported employment	ID Waiver	other funding source ID	ID waiver funding started
		\$580.00	\$580.00	rent	Social Security	rent without any services	SSI check did not arrive in July - should come in August
			\$1,112.59	RCF	Social Security	requested after service provided	maintenance fee
			\$1,112.59	RCF	Social Security	requested after service provided	maintenance fee
TOTAL	\$5,014.98	\$5,486.93	\$7,562.11				



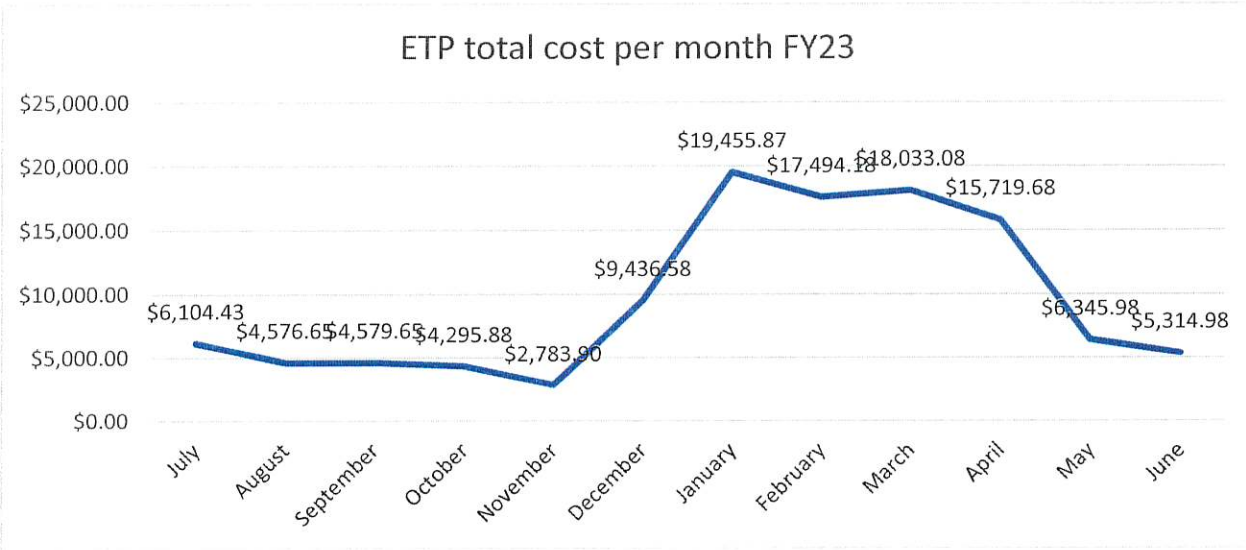
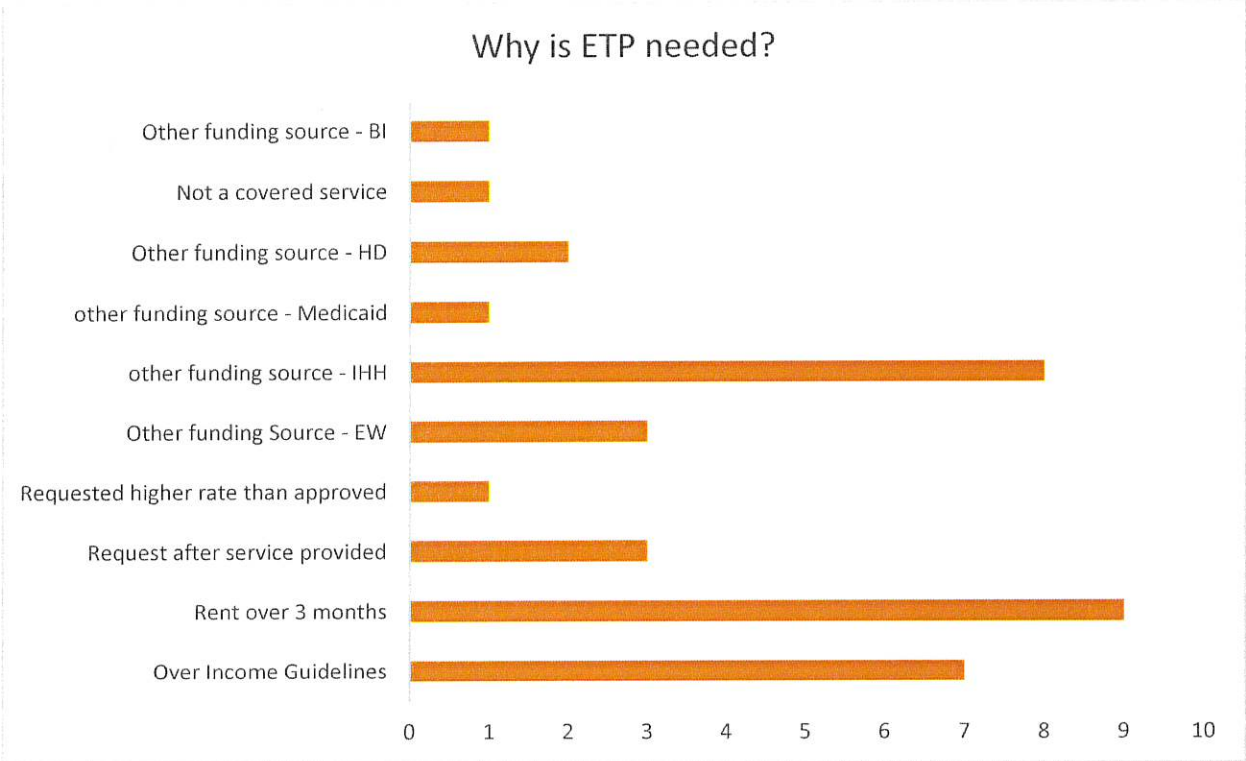
FY2023 Annual ETP Report

During FY23, there were 25 approved ETP requests. The yearly dollar impact for authorized ETP services was \$114,774. The following report shows what services were requested, why they were requested and the cost of the ETP's.

The graph below shows all the services that were requested in the ETP(s):

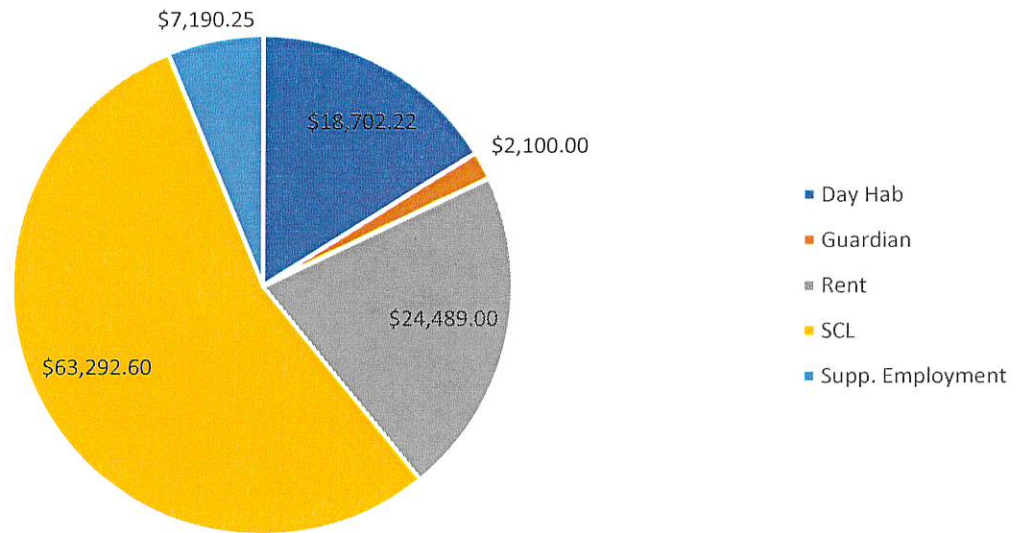


***Guardian services were for 2 individuals that moved out of the CSS Region. CSS funded guardianship for these two individuals while they lived in the CSS Region and will continue to fund guardians for these individuals until a new guardian can be obtained.**



Monthly ETP costs went from a monthly high of \$19455 in January of 2023 to a low of \$2783.90 in November of 22. The increases starting in December 22 are primarily due to persons approved for waiver slots but waiting for approval for services from the MCO.

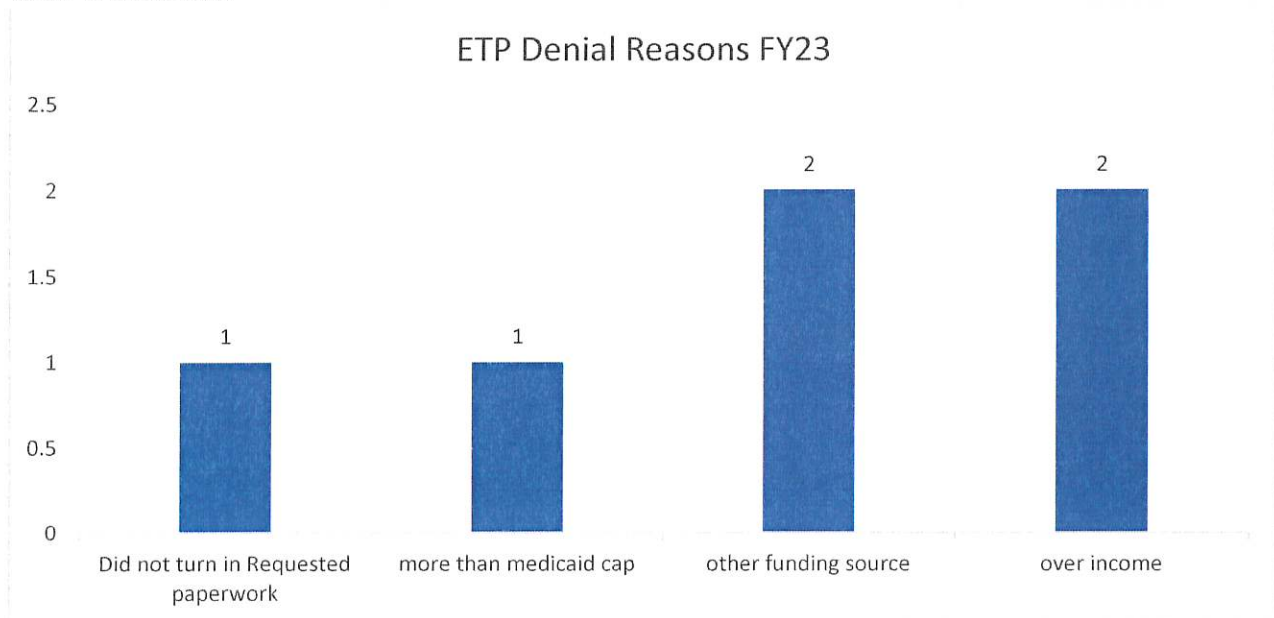
Total Cost of ETP by Service FY23



Rent is the most requested service but, as the graph above shows, Supported Community Living (SCL) is the service that the Region spends the most on for ETPs.

Denied ETP requests:

There were only 6 denials of ETP requests during FY2023. The following graph shows the reasons why there was a denial.



Data Summary for FY23

- **Rent** In all cases, rent is for persons who have no or limited income and are waiting on Social Security determination or Section 8 housing assistance.
- **SCL services** is by far the largest dollar amount for ETP's. Most of the SCL services were for funding for persons over income guidelines or who had ID Waiver slots and were waiting for an MCO case manager to be assigned so a plan can be created.
- **Over funding sources:** This year, there were several individuals waiting for an IHH Case Worker or an MCO Case Manager to be assigned. CSS policy is to fund up to 90 days while waiting to transition to IHH services or waiver services. What we have been noticing is a much longer time frame for this transition to happen. Lack of staff is one of the reasons we have been provided for this delay.

LEASE AGREEMENT

THIS LEASE, made and entered into this _____ day of _____, 2023, by and between **Chickasaw County, Iowa**, ("Landlord"), whose address, for the purpose of this lease, is 8 East Prospect Street, New Hampton, Iowa 50659, and **County Social Services** ("Tenant"), whose address, for the purpose of this lease, is 1407 Independence Avenue, Waterloo, Iowa 50703.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Chickasaw County, Iowa:

One office and adjacent space located inside of a building at 2275 South Linn Avenue, New Hampton, Iowa 50659 (Chickasaw Heritage Center),

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning at 12:00 a.m. on October 1, 2023, and ending at 11:59 p.m. on October 31, 2023, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent for the entire term of this lease the sum of \$1.00. Said one-time payment shall be made on or before October 1, 2023.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. Should Landlord be unable to give possession on said date, Tenant shall not be entitled to any damages.
4. **USE.** Tenant shall use the premises only as necessary to provide services to residents of Chickasaw County consistent with the mission of the non-profit organization. Further, Tenant agrees to comply with the Chickasaw Heritage Building Center Common Area and Meeting Room Use Policy adopted by Landlord on December 12, 2022, and any updated or revised versions of the same.
5. **CARE AND MAINTENANCE.**
 - A. Tenant takes the premises as is, except as herein provided.
 - B. Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning, plate glass, windows and window glass, parking area, driveways, sidewalks, exterior decorating, and interior

decorating. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Landlord agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. **UTILITIES AND SERVICES.** Landlord shall pay for all utilities and services which may be used on the premises, including electricity, water/sewer, internet, and natural gas. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.
7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies Landlord and Tenant waive all rights of recovery against each other.
10. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
11. **INDEMNITY** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant. However, this clause shall not include any loss, costs, damage and expenses incurred by any of Landlord's employees or agents.
12. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice, and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

- A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises ["abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days]; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver. Landlord shall be in default if the premises are not able to be used by Tenant for the stated purposes in this lease—so long as said failure of use is not attributable to the actions of Tenant.

NOTICE OF DEFAULT

- B. Either party shall give the other party a written notice specifying the default and giving the other party ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of either party, the other party shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by either party. Neither party shall be required to give the other party any more than three notices for the same default within any 365 day period.

REMEDIES

- C. In the event a party has not remedied a default in a timely manner following a Notice of Default, the other party may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Either party may declare this lease to be terminated and shall give the other party a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand

or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

16. TERMINATION. Tenant may terminate this lease by giving prior written notice of said intention to terminate not less than thirty (30) days before the effective date of the termination. Landlord may terminate this lease by giving prior written notice of said intention to terminate not less than thirty (30) days before the effective date of the termination.

17. AUTOMATIC RENEWAL. So long as neither party is in default under Paragraph 14 nor has provided written notice of intention to terminate under Paragraph 16, the parties jointly agree that the term of this lease shall automatically renew for successive terms of one month each beginning on November 1, 2023, and continuing every month thereafter, without the need for additional rent payments.

18. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

CHICKASAW COUNTY, IOWA

COUNTY SOCIAL SERVICES

"LANDLORD"

"TENANT"

Matthew Kuhn
Chairman, Board of Supervisors

Mary McKinnell
Chief Executive Officer

ATTEST: Sheila Shekleton, Auditor

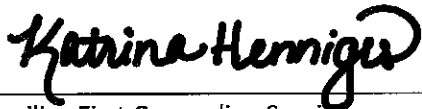
Attachment A
Fiscal Year 2023 – 2025 Service Definitions and Rates

County Social Services
1407 Independence Ave.
Waterloo, Iowa 50703

Families First Counseling Services CSN# 899

COA	Service Description	Rate	Unit	Description
42305	Mental Health Outpatient Therapy	\$26.39	15 min	H2019 HA Individual Skills Training – Child and Adolescent (age 0-20 years)
		\$25.84	15 min	H2019 HR Family Skills Training – Child and Adolescent (age 0-20 years)

*For individual and family skills training (BHIS), maximum approval of up to 48 units each per 3 months.



Families First Counseling Services

9/14/2023

Date

County Social Services

Date

Effective July 1, 2023

Attachment A
Fiscal Year 2023 – 2025 Service Definitions and Rates

County Social Services
 1407 Independence Ave.
 Waterloo, Iowa 50703

Counseling and Family Centered Services, Inc. CSN# 13887

COA	Service Description	Rate	Unit	Description
42305	Mental Health Outpatient Therapy	\$26.39	15 min	H2019 HA Individual Skills Training – Child and Adolescent (age 0-20 years)
		\$25.84	15 min	H2019 HR Family Skills Training – Child and Adolescent (age 0-20 years)

*For individual and family skills training (BHIS), maximum approval of up to 48 units each per 3 months.

Jaista Porath
 Counseling and Family Centered Services, Inc.

08/31/2023
 Date

 County Social Services

 Date



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: <u>Megan Taets</u>	Alternate Contact: <u>Mary McKinnell</u>
Title: <u>Training & Development Specialist</u>	Title: <u>Chief Executive Officer</u>
Address: <u>415 Pleasant Street</u>	Address: <u>1407 Independence Ave.</u>
Address: _____	Address: _____
City, State, Zip: <u>Osage, IA 50461</u>	City, State, Zip: <u>Waterloo, IA 50703</u>
Email: <u>mtaets@countysocialservices.org</u>	Email: <u>mmckinnell@countysocialservices.org</u>
Telephone: <u>6418322615</u>	Telephone: <u>31923918779</u>

In witness whereof, this proxy was executed on the 28th day of August, in the year 2023, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: County Social Services

Member ICAP #: 0649

By: Megan Taets

Title: CSS HR Director

By: _____

(City Clerk/County Auditor/Board Secretary)