

COUNTY SOCIAL SERVICES 28E GOVERNING BOARD MINUTES

The CSS Governing Board meeting was held on Wednesday May 22nd, 2024 at 10AM at the Winneshiek County Annex Building in Decorah, IA and via Go-To Meeting.

CSS Board Members Present:

Dennis Keatley, Allamakee; Tavis Hall, Black Hawk; Janell Bradley, Fayette; Mark Kuhn, Floyd; Mark Hendrickson, Mitchell; Bill Faircloth, Tama; Kristi Aschenbrenner, Children's Education Rep; June Klein-Bacon, Children's Parent Rep; Matt Homstad, Children's Provider Rep

CSS Board Members Not Present:

Pat Murray, Howard; Bruce Grant, Consumer Rep; Brittney Montross, Adult Provider Rep; Dan Marx, Law Enforcement Rep; Ashley Neundorf, Judicial Rep

Janell Bradley, Fayette, CSS Vice-Chair facilitated the meeting.

A motion was made by Keatley, Allamakee; Second by Faircloth, Tama; to call the County Social Services Board Meeting to order. Motion Carried.

1. A motion was made by Homstad, Children's Provider Rep; Second by Keatley, Allamakee to approve today's agenda and the minutes from March 2024 Board and April Adult Advisory meetings. Motion Carried.
2. There was no update from Adult Services Provider Representative, Brittney Montross as she was not present at the meeting.
3. Update from Children's Parent Representative, June Klein-Bacon. June informed the board of the Children's Advisory Committee meeting which is scheduled for today, Wed May 22nd, 2024 at 12:30pm via Go-To Meeting. The advisory committee will be receiving an update on the BH and ADRC realignment that will be happening in the future. June informed the board of the upcoming changes with the 7 HCBS Waivers transitioning to 2 age-based HCBS Waivers- Children's waiver, birth to age 20 years old and the Adult Waiver, ages 21 years and older. Both of these waivers offer more comprehensive services (formal and informal supports to meet the needs of individuals).
4. There was no update from Consumer Representative, Bruce Grant as he was not present at the meeting.
5. Matt Homstad, Youth Provider Representative provided an update that there is construction being completed for the new Children's Clinic in Decorah. The hope is to be finished with this in the Fall 2024. They are currently hiring for 2 full-time children's therapists. The clinic plans to have a booth at Nordic Fest in Decorah to get the word out about their upcoming new services.
6. There was no update from Law Enforcement Representative, Sheriff Dan Marx as he was not present at the meeting.
7. There was no update from Judicial Representative, Ashley Neundorf as she was not present at the meeting.
8. There were no additional updates from CSS Board and Member Counties.
9. Mary McKinnell, CSS CEO provided an update regarding HHS realignment. Gov Reynolds has signed the BH Realignment bill. There have been communications made that there may be possible shifts to the timeline of deadlines for HHS to release the statewide Behavioral Health plan, finalized ASO (District maps), RFP's for the Administrative Service Organizations and Adult & Disability Resource Centers, however it was been stated that the overall deadline of June 30, 2025 has not been changed.

ISAC is hosting a webinar conference today, Wed May 22nd, 2024 at 1pm to discuss the impact on counties due to the upcoming changes.

Human Resources

10. New Service Coordinator, Jason Howes is working in our Allamakee County Office in Waukon. Jason's start date was on 4.22.24 with a starting wage of \$28.85 per hour.
11. A motion was made by Kuhn, Floyd; seconded by Hall, Black Hawk; to approve the updated Office and Finance Specialist job description. Motion Carried.

Organization

12. A motion was made by Hall, Black Hawk; and seconded by Faircloth, Tama; to approve Flowstate's request of \$30,000 for technology upgrades. Motion Carried.
13. A motion was made by Klein-Bacon, Children's Parent Rep and seconded by Homstad, Children's Provider Rep to approve the CSS claims and Financial reports. Copies of the October 2023 through March 2024 financial reports and January 2024 through March 2024 claims were provided to the board in the mtg packet. Motion Carried.
14. FY23 Audit. CSS has not yet received a finalized copy of the FY23 audit therefore no action was taken.
15. Exceptions to Policy for February, March, and April 2024 were reviewed.
16. FY25 budget amendment. Kris, CSS Finance Manager explained the revenue amount changes due to our Case Management program ending on 6/30/2024. Motion was made by Faircloth, Tama; and seconded by Keatley, Allamakee to approve the FY25 budget amendment. Motion Carried.
17. A motion was made by Kuhn, Floyd; and seconded by Hall, Black Hawk to authorize the Vice-Chair to sign provider agreements and/or rate requests with Life Connections. Motion Carried.
18. The next CSS Board meeting will be held on Wednesday, June 26, 2024 at 10AM in Allamakee County at the Courthouse in Waukon, IA on the lower level.
19. A motion was made by Keatley, Allamakee; and second by Homstad, Children's Provider Rep to adjourn the meeting. Motion Carried.



ICAP – STATEMENT OF ACTION TAKEN FORM

MEMBER NAME: County Social Services

COUNTY: Black Hawk

MEMBER NUMBER: 0649

RECOMMENDATIONS ISSUED: 5

COMPLIANCE WITH RECOMMENDATIONS:

Please indicate the action taken with each recommendation below.

Recommendation No:	Comments
01: 04/16/24: Develop and implement a password policy.	CSS will implement an improved password policy meeting the recommendations provided by end of 2024.
02: 04/16/24: Implement Internet, email, network, and file structure monitoring.	CSS will explore options and solutions for automated monitoring and alerting for internet, email, network, and file structure.
03: 04/16/24: Implement a security information and event monitoring (SIEM) tool.	CSS will explore SIEM solutions and consider implementing a solution to gather security information and provide alerting.
04: 04/16/24: Develop and implement a portable/removable media policy.	CSS will implement a removable media policy to prevent unauthorized use of removable media by end of 2024.
05: 04/16/24: Develop and implement a website password policy.	CSS will work with the web host provider to explore options for a website password policy.

Completed by:

Date: 5-23-2024

Title: Chancy Chipman
Information Security Officer

Signature: Megan Taults

Date:

Title: CSS HR Director + Privacy Officer

5/23/24



Commitment to Continue Membership

I, _____, do hereby affix my signature to this form and promise to submit the contribution amount listed on our 2024 ICAP invoice by July 31, 2024. In order to fulfill this commitment, our payment will be received by the Iowa Communities Assurance Pool, either electronically (via ACH payment) or via check sent to the address on this form, on or prior to July 31, 2024.

Printed Name _____

Signature _____

ICAP Member _____

Date _____

Iowa Communities Assurance Pool (ICAP)
12951 University Avenue, Suite 120
Clive, IA 50325

Please contact the ICAP office if you have questions or require assistance.

7/10/2024

*MH***DIRECTOR SIGN-OFF FORM**

Attached as a cover sheet with each contract action requiring the Director's signature

To be completed by the Contract Manager and signed by the Contract Owner

The PCQ review/approval by the Budget Analyst will require a 10-day period for review and approval. The Director is requiring a 5 business-day period for review and approval.

Contract Name: County Social Services
 Contract Number: MHDS 22-015
 Contract Action: Third Amendment
 Division/Unit: Division of Behavior Health

Contract Overview: To administer the regional mental health and disability services delivery system, and to measure performance of the MHDS Region. To allow MHDS Regions to develop and maintain a service delivery system focused on ensuring access to care.

Key Changes: This contract is a continuation of the contract with the MHDS Region with changes: additions and changes to special terms definitions, update to the contract purpose, revised deliverables, and performance measures.

Reason or Basis for Changes: The changes are implemented to reflect the changes in the Division of Behavioral Health and HHS.

This contract is in year 2 of the total term of 3 year(s)

A check next to each item indicates a YES answer:

Reason/s for the amendment:

- ☒ To make changes in contract language
☐ To increase funding by \$_____. (The increase in dollar does not change the competitive procurement requirements.)
☒ To renew this contract.
☐ No change to legal name
☒ Verification of active status to do business in the State of Iowa, if applicable
☒ Suspension and Debarment Verification via OIG and SAM
☐ The monitoring and review of this contract warrants renewal with this contractor
☒ The total term of the contract will not exceed six years
☐ The total amount for this renewal period is \$_____.
☐ Other: _____

Attention to other details:

- ☐ A completed PCQ is attached for the Budget Analyst Review/Approval
☒ All required contractor signatures are completed on all documents
☐ If a change to the scope of work makes a change to components related to sharing information about DHS applicants or recipients of services the ISPO office has been consulted on the changes OR if the amendment involves additional purchase of information technology services or goods, then DoIT has been consulted.
☐ This contract did not involve a change in the sharing of information about DHS clients or recipients of services or purchase of information technology.

I recommend this action and verify that this Amendment contract is ready for execution by the Director:

Contract Owner signature: Marissa Eyanson Digitally signed by Marissa Eyanson
Date: 2024.07.10 14:53:39 -05'00' Date: _____
Marissa Eyanson

**Include a self-addressed envelope or completed routing slip for return of signed documents.
 Retain original signed form in the master contract file.**

DOM Justification Needed? NO

Contract Creator (C2) templates were used to create the contracting documents unless prior approval was received from BSCS.

Third Amendment to the County Social Services Contract

This Amendment to Contract Number MHDS 22-015 is effective as of July 22, 2024, between the Iowa Department of Health and Human Services (Agency) and County Social Services (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 22, 2024, through June 30, 2025.

Revision 2. 1.1.Special Terms Definitions "Justice System Involved Individuals" is deleted in its entirety.

Revision 3. 1.1 Special Terms Definitions "Pre-arrest diversion" is deleted in its entirety.

Revision 4. 1.1. Special Terms Definitions "Pre-booking diversion" is deleted in its entirety.

Revision 5. 1.1 Special Terms Definitions "Post-booking diversion" is deleted in its entirety.

Revision 6. 1.1 Special Terms Definitions "Primary Prevention" is deleted in its entirety.

Revision 7. 1.1 Special Terms Definitions "Secondary Prevention" is deleted in its entirety

Revision 8. 1.3 Scope of Work.

1.3.1 Deliverables. is hereby deleted and replaced as follows

The Contractor shall:

1.3.1.1 Fulfill all requirements for MHDS Regions as set forth in Iowa Code 225C.55 through 225C.69 and Iowa Administrative Code 441—Chapter 25, including:

- a. Provision of access to all core services under Iowa Code section 225C.65 and 225C.66;
- b. Provision of access to all additional core services under Iowa Code section 225C.65 and 225C.66 when public funds are made available for such services;
- c. Submission of a Regional Service System Management Plan to the Agency who will approve, deny, or consult with the Region to revise the plan;
- d. Submission of any amendments to the Regional Service System Management Plan to the Agency who will approve, deny, or consult with the Region to revise the plan;

e. Submission of any new or amended documents required under 225C.59 including regional governance agreement and annual independent audit.

f. Annual submission of the Region's data as required under 441—IAC—25.41.

g. Utilize all federal government funding, including Medicaid funding, third-party payment sources, and other nongovernmental funding prior to using regional service payments;

1.3.1.2 Work with the Agency to develop an accountable mental health and disability services system.

The Region will participate in a joint Agency-MHDS Region data analytics workgroup, to include the following actions to be performed by the region as part of a collective statewide effort

a. Review data collected for crisis services including Mobile Crisis Response, Crisis Stabilization – Community Based Services, Crisis Stabilization – Residential Services, and Twenty-three Hour Observation and Holding Services, to identify the degree to which system-wide outcome goals identified by the workgroup are being met; identify additional data needed to assess service system efficacy; and to make necessary changes to service delivery models to achieve the specified outcomes.

b. Collect and review baseline data for services including Access Center intake assessment and screening, Subacute Mental Health Services, and Intensive Residential Service Homes, to identify the degree to which system-wide outcome goals identified by the workgroup are being met; identify additional data needed to assess service system efficacy; and to make necessary changes to service delivery models to achieve the specified outcomes.

1.3.1.3 Work with the Agency to improve service provision by promoting use of Evidence Based Practices (EBPs), to include the following actions to be performed by the region as part of a collective statewide effort.

a. Collaborate with the Center of Excellence for Behavioral Health to promote training for behavioral health providers implementing EBPs within the region and to promote coordination, support, and scheduling of independently verified fidelity reviews completed by qualified individuals.

b. Independently verified fidelity reviews in accordance with 441—IAC—25 shall be completed for all ACT and Permanent Supportive Housing programs operating in the region no later than June 30, 2025.

1.3.1.4 Report administrative costs to the Agency annually for review using standardized definitions and procedures as set forth by the Agency in 441—IAC—25 and in Regional Operational Guidance documents.

1.3.1.5 Submit Quarterly Reports to the Agency on time using forms provided by the Agency.

1.3.1.6 Make a Midyear Financial Report available to the Agency in the format determined by the Agency by February 1st of each year.

1.3.1.7 Submit as applicable Incentive Funds Reports, Encumbered Funds Reports, and other service system and financial reporting to the Agency on time using forms provided by the Agency.

1.3.1.8 Submit evidence to demonstrate the Region's level of compliance with service access standards set forth in 441—IAC—25.

a. Acceptable evidence for timeliness standards for Mobile Crisis Response, Crisis Stabilization – Community Based Services, Crisis Stabilization – Residential Services, and Twenty-three Hour Observation and Holding Services will be derived from data collected under 1.3.1.2.

Revision 9. Performance Measures. 1.3.2. is hereby deleted and replaced as follows

1.3.2.1 Quarterly Reports will be submitted timely 100% of the time. Reports will be due on the 15th day of the month following the end of the quarter, unless the due date is extended in writing by the agency. When the 15th day falls on a weekend or holiday, the report will be due on the next business day.

1.3.2.2 Quarterly Report submissions will be complete and accurate. Complete means that all required fields contain the requested information. Accurate means that the information provided can be documented or supported by the Region. If clarification is needed, the Region will respond to the Agency within the requested timeframe.

1.3.2.3 The Region will participate in 100% of the scheduled monthly meetings between the Agency and the Regional CEO collaborative.

a. With the exception of meetings where the only attendance option is virtual, the CEO or their designee must attend at least 50% of the meetings in person.

b. The CEO or designee must be present for the entire scheduled agenda unless prior arrangements have been made with the agency.

1.3.2.4 The Region will participate in 90% of the scheduled meetings of the data analytics workgroup steering committee. Any assigned work products will be completed by the assigned deadline.

1.3.2.5 The Region will meet the access standards in 1.3.1.8 paragraph (a) at an overall level of 85%.

Revision 10. 1.3.3 Agency Responsibilities is hereby deleted and replaced as follows

1.3.3.1 The Agency will participate in scheduled meetings of the data analytics workgroup.

1.3.3.2 The Agency will participate in scheduled monthly meetings between the Agency and the Regional CEO collaborative.

1.3.3.3 The Agency will provide the format and template for the Region's quarterly report.

1.3.3.4 The Agency will respond timely to requests for technical assistance from the MHDS Region.

1.3.3.5 The Agency will review reports timely and subject to the Agency's discretion, will allow the Region adequate time to make corrections or clarifications.

Revision 11. 1.3.5 Contract Payment Clause.

1.3.5.1 Payments to Region is hereby deleted and replaced as follows

In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as set forth in and pursuant to Iowa Code 225C.7A. Iowa HHS will not release funds to the Region prior to full contract execution.

Revision 12. 1.3.6 Transition is hereby added to the Contract

1.3.6.1 Transition Duties. In addition to requirements set out under section 2.5 of this contract, the Region shall conduct the following activities to minimize disruption of services to individuals and providers:

a. Cooperate in good faith with the Agency and its employees, agents, and contractors during the transition period and with any post-transition obligations identified by the Agency in its transition plan.

b. Provide the Agency, or its designated entity, all data and records related to the Region's activities undertaken pursuant to the Contract, in the format and within the timeframes set forth by the Agency. Such data and records shall be provided at no expense to the Agency or its designated entity.

c. Maintain financial operations after the transition period until a final reconciliation is complete and the Agency provides the Region written notice that all continuing obligations of the Contract have been fulfilled.

d. Coordinate care as necessary to ensure the efficient and orderly transition of individuals from coverage under this contract to any new arrangement developed by the Agency.

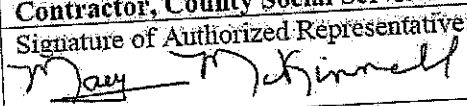
1.3.6.2 Prohibited Use of Funds. Iowa Code 225C.56(3)(f) directs Regions to appropriately limit administrative expenses. The use of Region funds in any fashion that is not tied to service provision or necessary administration to manage the regional service system is prohibited. This prohibition includes but is not limited to the use of Region funds to purchase consulting services to plan, write, or assist with writing any proposal to an Iowa HHS procurement as such spending is neither related to service provision nor necessary to manage the regional service system. However, such prohibition does not extend to staff members. Additional staff members may not be hired for this explicit purpose.

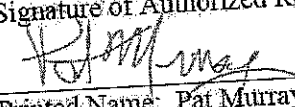
Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, County Social Services		Agency, Iowa Department of Human Services	
Signature of Authorized Representative: 	Date: 7/3/2024	Signature of Authorized Representative: Marissa Eyanson <small>Digitally signed by Marissa Eyanson Date: 2024.07.10 14:54:19 -05'00'</small>	Date:
Printed Name: Mary McKinnell		Printed Name: Marissa Eyanson	
Title: Regional CEO		Title: Director, Division of Behavioral Health	

County Social Services		Iowa Department of Health and Human Services	
Signature of Authorized Representative: 	Date: 7/3/2024	Signature of Authorized Representative: Kelly Gracia	Date: Jul 12, 2024
Printed Name: Pat Murray		Printed Name: Kelly Gracia	
Title: Chair, Governing Board		Title: Director, Iowa Department of Health and Human Services	




MHDS 22-015 Third Amendment County Social Services new

Final Audit Report

2024-07-12

Created:	2024-07-11
By:	Laura Myers (lmyers@dhs.state.ia.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvngOQyKLKYtEVhLhf4nUwPKAwBq3Nrl3

"MHDS 22-015 Third Amendment County Social Services new" History

-  Document created by Laura Myers (lmyers@dhs.state.ia.us)
2024-07-11 - 1:54:10 PM GMT- IP address: 207.165.23.74
-  Document emailed to Kelly Garcia (kgarcia@dhs.state.ia.us) for signature
2024-07-11 - 1:54:46 PM GMT
-  Document e-signed by Kelly Garcia (kgarcia@dhs.state.ia.us)
Signature Date: 2024-07-12 - 1:11:48 PM GMT - Time Source: server- IP address: 207.165.23.112
-  Agreement completed.
2024-07-12 - 1:11:48 PM GMT



Adobe Acrobat Sign

County Social Services - ETP- April, May, June 2024

April	May	June	Service	Waiting For	Why ETP	notes
	591.67	591.67	SCL	Social Security	rent over 3 months	appealing Social Security
315	315	315	Rent	Social Security	rent over 3 months	
425	425	425	Rent	Social Security	rent over 3 months	
		25	Rent	Social Security	rent over 3 months	
	242.06		OTC medication	Social Security	not covered service	non psych medications - no insurance or income - one time payment
TOTAL	\$740.00	\$1,573.73				

AGREEMENT FOR REIMBURSEMENT OF JUDICIAL HOSPITALIZATION REFEREE

This Agreement is made by and between the State of Iowa Judicial Branch (“IJB”), Black Hawk County, Iowa (“County”) and County Social Services, Iowa (“CSS”). The purpose of the Agreement is to provide payment for the appointment of, and services provided by, a Judicial Hospitalization Referee (“Referee”) who will conduct certain proceedings in the County pursuant to Iowa Code chapters 229 and 125 (the “Proceedings”). In order to achieve this purpose, the parties hereby agree as follows:

1. This Agreement is made effective by the parties as of July 1, 2024, and shall remain in effect until June 30, 2025, unless it is terminated earlier pursuant to the terms of this Agreement or by operation of law.
2. In consideration of the County and CSS making payments to IJB in accordance with the terms hereof, IJB, through the Chief Judge of the First Judicial District, will appoint a part-time Referee to conduct the Proceedings in the County.
3. Each month, the Referee (or IJB) shall submit a time sheet, invoice or billing statement setting forth the amount due for either the time worked or the services provided by the Referee and such other information upon which the parties may agree. Within twenty (20) days of receiving the time sheet, invoice or statement: (1) CSS shall pay and reimburse IJB for the hours worked or services provided by the Referee for mental health cases; and (2) the County shall pay and reimburse IJB for the hours worked or services provided by the Referee for substance-related disorder cases. The obligations of the County and CSS to make all payments due to IJB hereunder shall survive either expiration or termination of this Agreement (for any reason). The address to which time sheets, invoices or billing statements will be submitted is as follows:

Black Hawk County Social Services, 1407 Independence Ave., Waterloo, Iowa 50703.

4. The total amount of all payments to be made by the County and CSS during the term of this Agreement will not exceed \$56,958.08, 70% of which will be paid by CSS and 30% of which will be paid by the County.
5. The County’s and CSS’ agreement to pay IJB as provided under this Agreement shall not be construed as either the County’s or CSS’ agreement with any decision made by the Referee or that the County or CSS is responsible for paying for the costs of any placement or services ordered by the Referee.
6. The County represents and warrants that: (1) it has taken all action necessary, including securing any necessary board or other approvals, to enter into and perform its obligations under this Agreement; and (2) this Agreement constitutes the legal, valid and binding obligation of the County, and such Agreement is enforceable in accordance with its terms.

7. CSS represents and warrants that: (1) it has taken all action necessary, including securing any necessary board or other approvals, to enter into and perform its obligations under this Agreement; and (2) this Agreement constitutes the legal, valid and binding obligation of CSS, and such Agreement is enforceable in accordance with its terms.
8. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IJB shall have the right to terminate this Agreement without penalty or liability as a result of any of the following: (1) the legislature or governor fail in the sole opinion of IJB to appropriate funds sufficient to allow IJB to either meet its obligations under this Agreement or to operate as required or to otherwise fulfill any of its obligations under this Agreement; (2) if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues (regardless of source) needed by IJB to perform any of its obligations hereunder are insufficient or unavailable for any other reason as determined by IJB in its sole discretion; (3) if IJB's authorization to appoint the Referee, conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; (4) if the Referee resigns or the Referee is unable or unwilling to perform the Referee's duties for any reason; (5) if IJB's duties, programs or responsibilities are modified or materially altered; or (6) if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects IJB's ability to fulfill any of its obligations under this Agreement. IJB shall provide the County and CSS with written notice of termination pursuant to this section.
9. If this Agreement is terminated, CSS and the County shall be obligated to pay and reimburse IJB for the time worked or the services provided by the Referee for mental health and substance-related disorder cases, respectively, up to and including the date of termination.
10. This Agreement neither establishes a separate legal or administrative entity nor constitutes a joint or cooperative undertaking. This Agreement does not establish any obligations for IJB to perform or provide any services to either the County or CSS. Nothing in this Agreement shall be construed as creating or constituting the relationship of agent, association, partnership, joint venture, fiduciary (or other association of any kind or an agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement. No party shall be considered an agent, representative, or employee of any other party for any purpose.
11. The Referee will not be an employee of either the County or CSS. IJB shall have the sole right to hire, manage, discipline, terminate, and make all other employment decisions pertaining to the Referee.
12. This Agreement constitutes the entire Agreement between IJB, CSS and the County regarding the subject matter hereof.

13. This Agreement may be amended, modified, or replaced from time to time by the written consent and agreement of all of the parties hereto. All of the parties must execute any amendments to this Agreement in writing to be effective.
14. Any notices to be provided by either party under this Agreement may be sent by certified mail, return receipt requested or via electronic mail to the parties' representatives at their respective addresses set forth below.

Send IJB notice to:

Iowa Judicial Branch
Robert Gast, State Court Administrator
1111 East Court Avenue
Des Moines, Iowa 50319
Bob.Gast@iowacourts.gov

Send County notice to:

Black Hawk County Supervisor
Pat Murray, Chair
316 East 5th Street
Waterloo, IA 50703

Send CSS notice to:

County Social Services
Jacob Hackman, Chair
1407 Independence Ave., 4th Floor
Waterloo, IA 50703

15. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.
16. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or if jurisdiction is not appropriate in Polk County District Court, in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IJB or the State of Iowa.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

EXECUTION

In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Black Hawk County

Christopher Schwartz, Chair Date
Black Hawk County Board of Supervisor

County Social Services

Pat Murray, Chair Date

Iowa Judicial Branch

Bob Gast Date
State Court Administrator

Kellyann Lekar, Chief Judge Date
First Judicial District

Lena Heit, Administrator Date
First Judicial District

**Agreement for Transportation Services
Between
COUNTY SOCIAL SERVICES
and
Northeast Iowa Community Action Corporation
(AKA EARL Public Transit, referred to as NEICAC Transit in this contract)**

WHEREAS, NEICAC Transit has been officially designated as the Regional Transit System for Region 01 pursuant to Section 324A.1. of the Code of Iowa, and

WHEREAS, **Northeast Iowa Community Action Corporation**, an organization incorporated under the laws of the State of Iowa, and the NEICAC TRANSIT SYSTEM,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and time frame.

1. The purpose of this contract is to arrange for the availability of public transit services for
 - a. Individuals who are approved for transportation service(s) with financial support provided by COUNTY SOCIAL SERVICES.
2. The contract period shall begin on **July 1, 2024** and continue through **June 30, 2025**. Both parties mutually agree that any extension or renewal of this contract shall be in writing.

B. Description of Services.

1. Demand response service will be provided to the individuals of **COUNTY SOCIAL SERVICES**. Access to service shall be obtained by emailing shannon@neicac.org in advance or calling the NEICAC Transit Dispatch office at 563-382-4259 for rides needed in 24 hours or less.
2. All transit services provided in NEICAC Transit vehicles will be open to the public (without discrimination). The general public can access demand response service by calling the Dispatch office at 563-382-4259 for rider reservations.
3. NEICAC Transit will provide round trip transportation service to individuals of **COUNTY SOCIAL SERVICES** from 5:00 am to 5:00 pm Monday through Friday or mutually agreed upon times as needed. Dates when service will not be provided are New Year's Day, Memorial Day, Juneteenth (either Friday or Monday if on a weekend), Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, the day before Christmas, Christmas Day, and the day after Christmas.
4. If **COUNTY SOCIAL SERVICES** Individual(s) or NEICAC Transit cancels because of inclement weather there will be no service. In larger inclement weather systems **COUNTY SOCIAL SERVICES** management and NEICAC Transit management will have communications at least 24 hours in advance to provide a mutual transportation decision.
5. Service shall be from the scheduled origin to a scheduled destination. The service provided is a curb-to-curb transit service. **COUNTY SOCIAL SERVICES** Individual(s) may request a door-to-door service for a individual with advance notification to the NEICAC Transit Dispatch office. With that service in place, drivers are available to assist the individual to and from the door of the facility to the vehicle and can assist the individual into and out of the vehicle. **Drivers will not enter a facility to look for a rider.** Riders should be ready and at the door of the scheduled pick-up location, at the pick-up appointment time.
6. NEICAC Transit requests that all riders are ready 15 minutes prior to the scheduled pick-up time. Drivers arriving up to 15 minutes before the pick-up time or 15 minutes after the pick-up time are considered to be on time. The drivers will wait no more than 3 minutes past the scheduled pick-up time for a rider.

C. NEICAC Transit Responsibility.

1. NEICAC Transit shall provide vehicles for the pickup and return of **COUNTY SOCIAL SERVICES** individuals. Vehicles will be equipped with a wheelchair lift (or ramp in a mini-van) and securements for wheelchair individuals and with seat belts for all passengers.

2. NEICAC Transit will perform a daily inspection of vehicles and shall be responsible for vehicle operation and maintenance.
3. NEICAC Transit must ensure that each vehicle provides a communication system to call for assistance in case of an emergency. Vehicles will be equipped with safety equipment for use in an emergency, including a charged fire extinguisher that is properly mounted near the driver's seat, a first aid kit, and a seat belt cutter for use in an emergency evacuation. Signs indicating the location of this equipment will be posted.
4. NEICAC Transit will ensure that the number of passengers does not exceed the vehicles stated maximum capacity.
5. NEICAC Transit shall provide One (1) million dollars in liability coverage appropriate to services open to the public, and the minimum amount mandated by the State of Iowa for accidents resulting from an uninsured or underinsured other party.
6. Drivers of an NEICAC Transit owned vehicle shall possess a valid commercial motor vehicle driver's license or chauffeur driver's license, and a current Department of Transportation (DOT) physical. NEICAC Transit will check driving records and conduct background checks annually.
7. NEICAC Transit shall conduct drug and alcohol testing of all drivers and safety sensitive employees. The testing program shall conform to all requirements of the Federal Transit Administration (FTA) 49 CFR Parts 40 and 655, as amended.
8. NEICAC Transit shall comply with all applicable state and federal laws, including but not limited to, affirmative action laws, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws and freedom of information laws.
9. NEICAC Transit shall be responsible for making minor variances in schedules or routes described in this contract and providing information about the availability of the service to the general public.
10. NEICAC Transit drivers and employees shall maintain strict confidentiality regarding those individuals of **COUNTY SOCIAL SERVICES** utilizing NEICAC Transit transportation.
11. NEICAC Transit will notify **COUNTY SOCIAL SERVICES** of any individuals that prove disruptive for the driver or other individuals riding the vehicle. NEICAC Transit and **COUNTY SOCIAL SERVICES** shall determine together what action is necessary, which may include suspension of transportation services for that individual.
12. Continuity of services is maintained by providing spare vehicles are stored within the **COUNTY SOCIAL SERVICES** geographic area. Substitute drivers are available on an as needed basis. If continuity of services cannot be met **COUNTY SOCIAL SERVICES**, customers will be contacted regarding an alternate time.
13. In the event of an emergency, the NEICAC Transit driver should immediately contact their Transit Dispatch office who will then contact the individual or their service provider or the local Police and /or Emergency Response for direction on transportation of individuals. After evaluation of the situation is complete, instructions will be provided to the NEICAC Transit driver and the individual or their service provider will be updated.
14. NEICAC Transit will not further subcontract, transfer or assign its responsibilities under this contract unless approved by **COUNTY SOCIAL SERVICES**.

D. COUNTY SOCIAL SERVICES Responsibility.

1. **COUNTY SOCIAL SERVICES** will provide NEICAC Transit a Notice of Decision authorizing transport funding for each individual needing transportation by fax to 563-382-9854 or email to shannon@neicac.org before the initial trip and then each quarter thereafter.
2. **COUNTY SOCIAL SERVICES** will notify NEICAC Transit dispatching staff of any variations or changes to the original scheduled routes by email to shannon@neicac.org whenever possible; phone calls to 563-382-4259 are a last resort.

E. Compensation.

COUNTY SOCIAL SERVICES agrees to pay NEICAC Transit the following rates according to the Notice of Decision:

Weekday Service (Monday – Friday)

Round Trip @ \$3.50/mile per client. For trips < 1 mile, there will be a \$3.50 charge

1. NOTE: These rates are based upon the price of unleaded gasoline (with ethanol) being less than \$2.50 per gallon. NEICAC Transit reserves the right to raise these rates and renegotiate this contract if unleaded gasoline (with ethanol) rises above \$3.00 per gallon.
2. COUNTY SOCIAL SERVICES will not be responsible for payment of trips taken by individuals at times other than those regularly scheduled times. Individuals of COUNTY SOCIAL SERVICES who utilize NEICAC Transit for non- COUNTY SOCIAL SERVICES scheduled trips will be responsible for payment.
3. NEICAC Transit shall bill COUNTY SOCIAL SERVICES monthly. Invoices will be mailed/emailed to COUNTY SOCIAL SERVICES by the end of the following month. COUNTY SOCIAL SERVICES shall make payment to NEICAC Transit no later than forty-five (45) days past receipt of invoice.
4. No fares or donations are required of COUNTY SOCIAL SERVICES individuals. Personal Care Attendants (up to one per individual) ride for free with prior notice given to NEICAC Transit via email.
5. The costs of services under this contract as identified in E(2) above are based upon assumptions concerning costs of supplies and the existence of other transit services contracts. Should circumstances change to significantly increase costs of service under this contract, the rate of compensation may/shall be subject to renegotiation.

F. Entire Agreement.

1. Both parties to this contract agree to hold the Iowa Department of Transportation Office of Public Transit Division harmless from any losses related to the provision of contract services or to the use of vehicles purchased with funds provided by the Office of Public Transit.
2. COUNTY SOCIAL SERVICES agrees to hold harmless NEICAC Transit from losses resulting from conditions beyond the control of NEICAC Transit, which might prevent the provision of contracted services.
3. NEICAC Transit agrees to hold harmless COUNTY SOCIAL SERVICES, from losses resulting from conditions beyond the control of COUNTY SOCIAL SERVICES, which might prevent the provision of contracted services.
4. This contract contains the entire agreement between COUNTY SOCIAL SERVICES and NEICAC Transit. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.
5. NEICAC Transit vehicles funded through the FTA and Iowa DOT Office of Public Transit may be alternated to accumulate minimum mileage and may be used for other transit system purposes.

G. Amendments.

Any changes to this contract must be in writing and be mutually agreed upon by both COUNTY SOCIAL SERVICES and NEICAC Transit.

H. Termination.

Either party through written notice to the other party may affect cancellation of this contract at least thirty (30) days prior to the date of cancellation.

I. Saving Clause.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

J. Situs.

This contract shall be interpreted under and governed by the laws of the State of Iowa.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW.

COUNTY SOCIAL SERVICES

NEICAC

BY: _____

BY: _____

(Print Name)

TITLE: _____

TITLE: _____

(Print Title)

DATE: _____

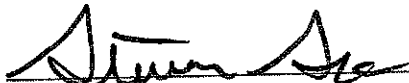
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Attachment A
FY2023-FY2025 Service Definitions and Rates

Flowstate Health CSN Provider # 18801

CDA	Service Description	Rate	Unit
44301	Crisis psychiatric evaluation and consultation services in CSS hospital emergency rooms	\$30,360.17	per month
n/a	Crisis mental health placement services for CSS hospitals		
44301	Crisis psychiatric evaluation and consultation for CSS Access Center		
46305	Psychiatric evaluation and medication management in CSS jails (excluding Black Hawk)		
42306	Psychiatric evaluation and medication management in West Union Residential Facility for CSS residents only		

- Provider shall have twenty-four hours, seven days a week availability of appropriate clinical staff to conduct crisis psychiatric evaluation and consultation services in CSS hospitals and CSS Access Center.
 - Provider shall have, on a quarterly basis, an average response time of 30 minutes or less to requests for crisis psychiatric services.
 - Provider shall have, on a quarterly basis, an average evaluation start time of two hours or less to requests for crisis psychiatric evaluations.
 - Provider shall send monthly report with the billing to CSS to show the response and evaluation start times are being met.
 - Provider shall provide CSS with patient face sheets and evaluations/assessments for all services within 48 hours of completion.
 - Funding for psychiatric evaluation and medication management services provided in the jails and West Union Residential Facility (WURF) must be prior authorized by CSS. While this is a process between the jails/WURF and CSS, Provider shall ensure jails/WURF have completed the process.
 - Provider shall only prescribe generic psychotropic medications.
 - For billing purposes, Provider shall submit individual's name, date of service, service provided, and location of the service provided. Billing shall be separated between hospitals/Access Center and jails. Billing for West Union Residential Facility must also be separate.
- * Effective 7/1/2024 - 6/30/2025


Flowstate Health

7/1/2024
Date

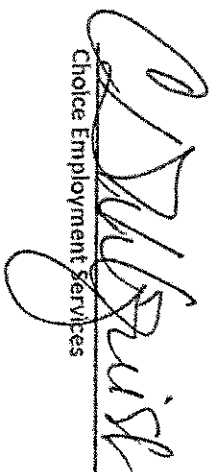
County Social Services

Date

COA	Service Description	Rate	Unit	Description
50368	Supported Employment: Long Term Job Coaching	\$76.05	month	Tier 1 H2025 U4: 1 contact/mo: Must be reauthorized every 90 days
		\$406.33	month	Tier 2 H2025 U3: 2-8 hours/mo: Must be reauthorized every 90 days
		\$811.53	month	Tier 3 H2025 U5: 9-16 hours/mo: Must be reauthorized every 90 days
		\$1,268.94	month	Tier 4 H2025 U7: 17-25 hours/mo: Must be reauthorized every 90 days
		\$50.75	hour	Tier 5 H2025 UC: 26+ hours/mo: Must be reauthorized every 90 days

Total monthly cost for all supported employment services not to exceed \$3,437.93 per month.

*4.1% Increase July 1, 2024 per HHS


Choice Employment Services

7/16/2024
Date

County Social Services

Date


County Social Services
1407 Independence Ave
Waterloo, IA 50703

Attachment A
FY2025 Service Definitions and Rates

Opportunity Homes, Inc. CSN Provider # 2167

COA	Service Description	Rate	Unit	Description
32329	Comprehensive comm support services	\$10.92	15 min	Comp comm supp serv, 15 min (H2015) 1:1

* Effective 7.1.24 - 9% increase by HHS


Opportunity Homes, Inc.

9-11-24
Date

County Social Services

Date

Effective 7-1-2024

County Social Services
1407 Independence Ave
Waterloo, IA 50703

Attachment A
FY2025 Service Definitions and Rates

Rise Ltd CSN Provider # 2485

COA	Service Description	Rate	Unit	Description
32329	Comprehensive comm support services	\$10.92	15 min	Comp comm supp serv, 15 min (H2015) 1:1
32329	Home based habilitation	\$58.70	day	HBH (H2016 UA) High Recovery (MI)
		\$126.67	day	HBH (H2016 UB) Recovery Transitional (MI)
		\$146.81	day	HBH (H2016 UC) Medium Need (MI)
		\$236.99	day	HBH (H2016 UD) Intensive I (MI)
		\$240.27	day	HBH (H2016 U8) Intensive II (MI) *
32329	Supported Community Living (SCL) - without day services	\$421.87	day	HBH (H2016 U9) Intensive III (MI) *
		\$213.70	day	H2016 U1 (ID)
		\$229.08	day	H2016 U2 (ID)
		\$304.83	day	H2016 U3 (ID)
		\$308.21	day	H2016 U4 (ID)
32329	Supported Community Living (SCL) - with day services	\$525.97	day	H2016 U5 (ID)
		\$703.90	day	H2016 U6 (ID)
		\$190.54	day	S5136 U1 (ID)
		\$205.30	day	S5136 U2 (ID)
		\$245.41	day	S5136 U3 (ID)
50367	Day habilitation	\$248.80	day	S5136 U4 (ID)
		\$436.85	day	S5136 U5 (ID)
		\$602.91	day	S5136 U6 (ID)
		\$3.74	15 min	T2021 (MI) MCO contracted rate
		\$74.44	day	T2020 (MI) MCO contracted rate
		\$14.04	15 min	T2021 (ID) MCO contracted rate
		\$76.20	day	T2020 U1 (ID)
		\$79.96	day	T2020 U2 (ID)
		\$91.07	day	T2020 U3 (ID)
		\$92.36	day	T2020 U4 (ID)
		\$107.55	day	T2020 U5 (ID)
		\$131.51	day	T2020 U6 (ID)

* Provider agrees to the following process for all individuals requiring U8 or U9 level of service:

- At the time of referral, CSS service coordination staff shall make referral to appropriate IHH for enrollment.
- When accompanied with justification, initial funding authorization shall be for 30 days.
- If Region funding at this level is required beyond 30 days, Provider shall send the following to CSS

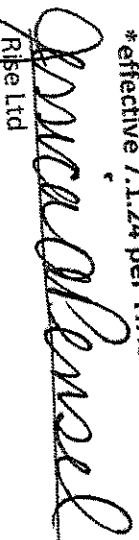
Attachment A
FY2025 Service Definitions and Rates

County Social Services
1407 Independence Ave
Waterloo, IA 50703

Regional Coordinator of Disability Services:

1. A copy of the individual's functional assessment provided to the IHH, if completed by Provider (for HCBS Habilitation-eligible individuals)
 2. Rationale for the requested tier (may be same rationale provided to the IHH)
- Funding for continued U8 or U9 level of service shall be authorized for no longer than 30 days at a time.
 - The UD rate shall be the authorized rate for continued stay if Provider does not provide necessary documentation to extend funding beyond 30 days. This rate may be authorized for up to three months at a time.
 - At such time Provider does provide necessary documentation to CSS, U8 or U9 rate shall be reauthorized for 30 days with a start date of the date the documentation was received by CSS.

*effective 7.1.24 per HHS 4.1% increase daily & 9% increase intermittent


Rise Ltd
County Social Services

7/11/24
Date

Date

Optimae LifeServices, Inc. CSN Provider # 2445

COA	Service Description	Rate	Unit	Description
32329	Home based habilitation	\$58.70	day	HBH (H2016 UA) High Recovery (MI)
		\$126.67	day	HBH (H2016 UB) Recovery Transitional (MI)
		\$146.81	day	HBH (H2016 UC) Medium Need (MI)
		\$236.99	day	HBH (H2016 UD) Intensive I (MI)
		\$240.27	day	HBH (H2016 U8) Intensive II (MI) *
		\$421.87	day	HBH (H2016 U9) Intensive III (MI) *
32329	Supported Community Living (SCL) - without day services	\$213.70	day	H2016 U1 (ID)
		\$229.08	day	H2016 U2 (ID)
		\$304.83	day	H2016 U3 (ID)
		\$308.21	day	H2016 U4 (ID)
		\$525.97	day	H2016 U5 (ID)
		\$703.90	day	H2016 U6 (ID)
32329	Supported Community Living (SCL) - with day services	\$190.54	day	S5136 U1 (ID)
		\$205.30	day	S5136 U2 (ID)
		\$245.41	day	S5136 U3 (ID)
		\$248.80	day	S5136 U4 (ID)
		\$436.85	day	S5136 U5 (ID)
		\$602.91	day	S5136 U6 (ID)


* Provider agrees to the following process for all individuals requiring **U8 or U9 level of service**:

- At the time of referral, CSS service coordination staff shall make referral to appropriate IHH for enrollment.
- When accompanied with justification, initial funding authorization shall be for 30 days.
- If Region funding at this level is required beyond 30 days, Provider shall send the following to CSS Regional Coordinator of Disability Services:
 1. A copy of the individual's functional assessment provided to the IHH, if completed by Provider (for HCBS Habilitation-eligible individuals)
 2. Rationale for the requested tier (may be same rationale provided to the IHH)
- Funding for continued U8 or U9 level of service shall be authorized for no longer than 30 days at a time.
- The UD rate shall be the authorized rate for continued stay if Provider does not provide necessary documentation to extend funding beyond 30 days. This rate may be authorized for up to three months at a time.

effective 7.1.24

➤ At such time Provider does provide necessary documentation to CSS, U8 or U9 rate shall be reauthorized for 30 days with a start date of the date the documentation was received by CSS.

***effective 7.1.24 due to HHS 4.1% rate increase**



Optimae LifeServices, Inc.

James H. Maize, CFO

7/11/24

Date

County Social Services

Date

effective 7.1.24

Attachment A
FY2025 Service Definitions and Rates

The Spectrum Network CSN Provider # 2868

COA	Service Description	Rate	Unit	Description
32329	Comprehensive comm support services	\$10.92	15 min	Comp comm supp serv, 15 min (H2015) 1:1
32329	Home based habilitation	\$58.70	day	HBH (H2016 UA) High Recovery (MI)
50368	Supported employment: Long Term Job Coaching Total monthly cost for all Supported Employment Svcs not to exceed \$3302.53/mo.	\$76.05	month	Tier 1 H2025 U4: 1 contact/mo: Must be reauthorized every 90 days
		\$406.33	month	Tier 2 H2025 U3: 2-8 hours/mo: Must be reauthorized every 90 days
		\$81.53	month	Tier 3 H2025 U5: 9-16 hours/mo: Must be reauthorized every 90 days
		\$50.75	hour	Tier 5 H2025 UC: 26+ hours/mo: Must be reauthorized every 90 days
		\$4.12	15 min	T2021 (ID)
50367	Day habilitation	\$76.20	day	T2020 U1 (ID)
		\$79.96	day	T2020 U2 (ID)
		\$91.07	day	T2020 U3 (ID)
		\$92.36	day	T2020 U4 (ID)
		\$107.55	day	T2020 U5 (ID)
		\$131.51	day	T2020 U6 (ID)

Rate changes authorized by HHS 7.1.24


The Spectrum Network

Date 7/15/24

County Social Services

Date