

COUNTY SOCIAL SERVICES 28E GOVERNING BOARD AGENDA

To: County Social Services Board Members

From: Mary McKinnell

Date: May 22, 2025

Re: County Social Services Board Meeting

Date: May 28, 2025

Time: 10:00 A.M.

Time and Location: Wednesday, May 28, 2025, at 10AM in the Featherlite Building at the Howard County Fairgrounds. The address is 220 W. 7th St, Cresco. Please feel free to utilize the GoTo link below if you are unable to attend in person,

CSS Board Meeting- May 28, 2025

May 28, 2025, 10:00 AM – 12:00 PM (America/Chicago)

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

<https://meet.goto.com/475499949>

Call County Social Services Board Meeting to order.

1. Approve today's agenda and the minutes from April 2025. 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 Law Enforcement Representative, Sheriff Dan Marx, Feedback.
5. Updates from Judicial Representative, Ashley Neundorf. Feedback.
6. Updates from CSS Board and Member Counties. Feedback.
7. Update from Mary McKinnell. Feedback.

Human Resources

8. Auxiant partial self-fund insurance options and payment. Discussion/Action
9. Contractor agreement. Discussion/Action
10. Payment modality for independent contractors. Discussion/Action

Organization.

11. Financial reports. Discussion/Action.
12. Exceptions to Policy: April 2025. Discussion/Action
13. Disposal of CSS Vehicles. Information
14. Laptops will be wiped clean at the 6/30/25 all staff picnic. Asking permission for staff or Board Members to have option to purchase. Suggestion of \$50 per device. Discussion/Action.
15. BAA with CICS for claims assistance. Discussion
16. CSS closeout plan. Discussion/Action
17. The next CSS Board meeting will be held on Wednesday, June 25 ,2025 at 10:00AM. The meeting will be held in Mitchell County.

COUNTY SOCIAL SERVICES 28E GOVERNING BOARD MINUTES

The CSS Governing Board met on Wednesday, April 23, 2025, at 10AM in the Grundy County Annex Building. The CSS Adult and Child Advisory meetings were held at 10AM with the Board Meeting immediately following around 10:30AM.

CSS Board Members Present: Greg Barnett, Butler; Jacob Hackman, Chickasaw; Heidi Nederhoff, Grundy; Mark Hendrickson, Mitchell; Mark Faldet, Winneshiek, virtual; June Klein-Bacon, Child Parent Rep, virtual.

CSS Board Members Not Present: Doug Reimer, Clayton; Kristi Aschenbrenner, Education Rep; Brittney Montross, Adult Provider Rep; Dan Marx, Law Enforcement Rep; Ashley Neundorf, Judicial Rep.

Non-voting individuals Present at the Meeting: Mary McKinnell, CSS; Megan Taets, CSS; Emma Hall, CSS; Todd Rickert, CSS; Sheri Vierkant, CSS; Kris McGrane, CSS; Libby Reekers, MHA; Jessica Perry, Senior Life Solutions; Mark Doland, Tama; Stephanie Kuhn, MHA; Raina Kellogg, CSS; Allison Cutsforth; Beth Kregel, CSS; Pat Murray, Howard; Sue Card, CSS; Ashley Rosendahl, CSS; April Kiefer, CSS; Gloria Carr, Floyd; Kristen Schneider, CSS; Sarah Janssen, CSS; Donna Kitrick, AEA/Children's Adv Council; Monica Paulsen, CSS; Missy Holohan, Children's Adv Council, Terrance Campbell, Children's Adv Council, Dennis Keatley, Allamakee.

Hackman, CSS Board Chair Called the County Social Services Board Meeting to order at 10:34am.

1. Motion was made by Hendrickson, Mitchell and Seconded by Faldet, Winneshiek to approve today's agenda and the minutes from March 2025. Motion Carried.
2. There were no updates from Adult Services Provider Representative, Brittney Montross as she was not present at the meeting.
3. June Klein-Bacon, Children's Services Representative had no additional updates. June provided updates at the Children's Advisory Council meeting prior to the board meeting.
4. There were no updates from Law Enforcement Representative, Sheriff Dan Marx, as he was not present at the meeting.
5. There were no updates from Judicial Representative, Ashley Neundorf as she was not present at the meeting.
6. There were no updates from the CSS Board and Member Counties.
7. There were no additional updates from Mary McKinnell, CSS CEO as Mary had provided updates to CSS Transition plan at the Adult/Children's Advisory Council meeting prior to this board meeting today.

Human Resources

8. A motion was made by Faldet, Winneshiek and Seconded by Nederhoff, Grundy to recommend for Mitchell County to safely and securely retain CSS personnel files after 6.30.2025 in accordance with the attached memo. Motion Carried.
9. A motion was made by Barnett, Butler to allow 3-5 employees to be contract employees after 6.30.2025 for \$75.00 per hour. There was no second, Motion dies.
A motion was made by Nederhoff, Grundy and seconded by Hendrickson, Mitchell to approve 3-5 employees to be contract employees earning \$100.00 per hour, working as needed through 12/31/2025 to close out CSS.

Roll Call: Butler- aye; Chickasaw- aye; Grundy, aye; Mitchell, aye; Winneshiek, aye; June Klein-Bacon, aye.

6- Yes 0-No Votes. Motion Carried.

10. A motion was made by Faldet, Winneshiek and Seconded by Nederhoff, Grundy to table the discussion regarding Assured Partners/Auxiant partial self-fund insurance options to discuss this agenda item further at the May 28, 2025 CSS Board meeting. The board would like more information from Wellmark BC/BS regarding insurance claims being utilized per month. Motion Carried.

Organization.

11. A motion was made by Nederhoff, Grundy and Seconded by Hendrickson, Mitchell to approve the March 2025 claims list and financial statements. Motion Carried.
12. Reviewed CSS Exceptions to Policy for March 2025 totaling \$1,485.00 for rent expenses. There is no action needed for this agenda item.
13. A motion was made by Faldet, Winneshiek and seconded by Barnett, Butler for CSS to have discretion to no longer pay claims that are received by CSS after 7.31.2025. Motion Carried.
14. A motion was made by Faldet, Winneshiek and seconded by Barnett, Butler to allow CSS to sell 8 CSS vehicles to Brown's Chevrolet in Elkader, IA on or before May 15, 2025. Motion Carried.
15. A motion was made by Nederhoff, Grundy and seconded by Hendrickson, Mitchell to donate the CSS cell phones to Crisis Intervention Services, non-profit agency after they have been wiped clean by NGT, IT provider. Motion Carried.
16. A motion was made by Barnett, Butler and seconded by Winneshiek to give the 2 Mental Health Advocates (based out of Howard and Fayette offices) a clean/wiped out laptop to use after 6.30.2025. Motion Carried.
17. A motion was made by Faldet, Winneshiek and seconded by Barnett, Butler to give Mary, CSS CEO permission to dispose of various CSS items to counties, non-profit agencies, etc. Motion Carried.
18. A motion was made by Barnett, Butler and seconded by Nederhoff, Grundy to approve the CSS proposed close-out agreement with CICS for claims assistance not to exceed \$15,000. Motion Carried.
19. HHS has not yet accepted CSS's close out plan that was submitted by CSS. CSS is still receiving questions via email from HHS staff about this. There was no action taken on this agenda item due to the close out plan not yet being approved by HHS.
20. The next CSS Board meeting will be held on Wednesday, May 28, 2025, at 10:00AM. The meeting will be held in Howard County.
21. CSS Board Chair, Hackman adjourned the CSS Board meeting today at 11:49am.

COUNTY SOCIAL SERVICES – EMPLOYEE HEALTH INSURANCE CLOSE-OUT

PURPOSE:

The purpose of this recommendation is to be able to close the County Social Services (CSS) bank account prior to January 31, 2026, without penalizing the CSS employees with their current health insurance plan.

SUMMARY:

The current partial self-funded CSS employee health insurance plan consists of a high deductible (\$6,350 single/\$12,700 family) in order to have a low monthly premium. Once CSS employees meet the portion of their deductibles that they are responsible for (\$1,000 single/\$2,000 family), then CSS pays for the remainder of the employee's deductible (\$5,350 single/\$10,700 family).

CSS health insurance will end for all employees on June 30, 2025. Any employee health insurance claims that CSS is responsible for paying for (prior to July 1, 2025), must be processed by Auxiant before January 1, 2026. In order for CSS to close out our bank account and business prior to January 31, 2026, we need to provide funds to cover any CSS employee health insurance deductibles that CSS would be responsible for.

INFORMATION:

After March 31, 2025, Auxiant ran a CSS employee deductible report to find out where all the employees were currently at for their remaining out-of-pocket maximum amounts. The average amount remaining for out-of-pocket maximum for single health insurance plans was \$6,318.10 and for family plans was \$12,381.62. The average amount of those two amounts is \$9,349.86.

After inquiring with CSS legal team, if CSS were to provide any funds to employees to help meet their deductibles after we close business, the amount must be an equal amount paid to all employees. That is the reason why we requested an average amount for all employees remaining out-of-pocket maximum amounts (which is the \$9,349.86). (Example: CSS cannot pay Employee #1 \$1,000 if that is all Employee #1 had left to meet their deductible and then pay Employee #2 \$2,000 if that is all Employee #2 had left to meet their deductible. CSS must pay both Employee #1 and Employee #2 the same amount.)

As of April 30, 2025, CSS has a balance of \$253,988 in the 8500 Health Reimbursement Account Fund. This amount is from contributions from CSS (as an employer) and from CSS employees.

RECOMMENDED OPTIONS:

Assured Partners and Auxiant worked together to present a few options on how CSS may handle paying off the CSS employees health insurance deductibles after June 30, 2025 (they are recommending Option #1 or Option #3):

Option #1 – CSS may provide Auxiant a lump sum to pay any runout claims, or claims that they receive between July 1, 2025, and December 31, 2025. [Note: If there are any unspent funds at the end of this period, then we recommended Auxiant keep the extra funds as administration fees.]

Option #2 – CSS may provide each CSS employee with an equal amount of money to pay their own runout claims or claims that they receive after July 1, 2025.

Option #3 – CSS may combine Option #1 and Option #2 and provide Auxiant with a lump sum to pay any runout claims, or claims that they receive between July 1, 2025, and December 31, 2025, then provide CSS employees with an equal amount of money to pay for their own runout claims if Auxiant expends the entire lump sum CSS provided them.

RECOMMENDATION:

We recommend Option #3 above, providing a lump sum amount to Auxiant and to CSS employees with the following amounts:

With the average amount of all the employees remaining out-of-pocket maximum being \$9,349.86 (or \$186,997.20 for all 20 CSS employees that we anticipate having our health insurance coverage until June 30, 2025).

We recommend using \$160,000 of the \$253,988 in the 8500 Health Reimbursement Account Fund to assist employees with their health insurance deductibles after June 30, 2025.

We recommend providing 75% of the \$160,000, or \$120,000, to Auxiant to pay for any runout claims they receive between July 1, 2025, and December 31, 2025. If they use all those funds paying for CSS employees' deductibles, then the claims would get sent to the CSS employees to cover the remaining amount owed.

We recommend providing 25% of the \$160,000, or \$40,000, to the CSS employees to pay for any runout claims they receive after July 1, 2025, that Auxiant is unable to cover if their lump sum runs out. This would be \$2,000 per CSS employee (anticipating all 20 CSS employees).

Although it is a very small chance, CSS employees would be responsible for paying part of their deductible (technically CSS would be responsible for paying) if an unusual amount of high claims comes in and Auxiant runs out of their lump sum and a CSS employee uses all of their \$2,000 they were provided to cover the costs. Again, this is a very small chance of occurring, but it technically is a situation that may happen.

\$160,000 (Total amount to cover CSS employee high deductibles after June 30, 2025)

\$120,000 (75% of \$160,000 paid to Auxiant to cover deductibles between 7/1/25 and 12/31/25)

\$40,000 (25% of \$160,000 paid to CSS employees, or \$2,000 for each employee)

EXAMPLE:

Here is a hypothetical example of using Option #3 -

During the months of April, May and June, quite a few CSS employees had a variety of large medical claims, from planned surgeries to emergency medical procedures. As all the claims were processed and the employees paid their portion of their deductibles, Auxiant used the entire lump sum of \$120,000 provided by CSS to cover the remainder of the high deductibles. Here is how the last 3 CSS employees (Employee A, Employee B and Employee C) claims were processed:

Employee A – Their medical bill was \$4,000. Auxiant had \$6,000 left of the lump sum provided by CSS, so Auxiant covered the entire \$4,000 medical bill. Employee A paid \$0 for the medical bill.

Employee B – Their medical bill was \$4,000. Auxiant only had \$2,000 left of the lump sum provided by CSS after covering Employee A's bill, so Auxiant covered \$2,000 of Employee B's \$4,000 bill. Employee B used the \$2,000 that CSS provided them with to cover the other \$2,000 of the medical bill.

Employee C – Their medical bill was \$4,000. Auxiant had \$0 left of the lump sum provided by CSS after paying Employee A's bill and half of Employee B's bill. Employee C used the \$2,000 that CSS provided to cover half of their medical bill, but Employee C must use \$2,000 of their own personal funds to pay the remaining \$2,000 of their deductible for the bill.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the Agreement) is dated this __28th__ day of __May 2025__.

CLIENT

CONTRACTOR

(the "Client")

(the "Contractor")

BACKGROUND

- A. The client is of the opinion that the Contractor has the necessary qualifications, experience, and ability to provide services to the Client.
- B. The contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Chief Executive Officer (CEO)- closing out CSS business duties- signing off CSS contracts, attending CSS board meetings, reviewing claims for segregation of duties, etc.

2. The Services will also include any other job tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on 7.1.2025 and will remain in full force and effect until the completion of Services, subject to earlier termination as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days written notice to the other Party.

COMPENSATION

5. The Contractor will charge the Client for the Services at the rate of \$100.00 per hour (the "Compensation"). The Contractor shall not receive any other benefits such as health insurance, paid leave time, or any other benefits from the Client.
6. The Client will be invoiced every 2 weeks.
7. Invoices submitted by the Contractor to the Client are due upon receipt.
8. The above Compensation includes all applicable taxes required by law.
9. The Contractor will be responsible for their own liability insurance.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
11. The Contractor will follow the status under the IRS and complete form 1099-NEC, Nonemployee Compensation.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of Confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

16. Upon expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor using the Term. The Contractor is responsible for paying, and complying with the reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

NOTICE

19. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following email address: mtaets@countysocialservices.org

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or

omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

22. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
23. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this
__28th__ day of __May 2025__.

Officer's Name: _____

_____(Contractor).

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the Agreement) is dated this ___28th___ day of ___May 2025____.

CLIENT

CONTRACTOR

(the "Client")

(the "Contractor")

BACKGROUND

- A. The client is of the opinion that the Contractor has the necessary qualifications, experience, and ability to provide services to the Client.
- B. The contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Human Resources- Payroll processing, PTO and benefit payouts, Claims processing for segregation of duties, assisting with Utilization Review, ending contracts with ADP and benefit vendors, assisting with closing out the CSS organization.

2. The Services will also include any other job tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on 7.1.2025 and will remain in full force and effect until the completion of Services, subject to earlier termination as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days written notice to the other Party.

COMPENSATION

5. The Contractor will charge the Client for the Services at the rate of \$100.00 per hour (the "Compensation"). The Contractor shall not receive any other benefits such as health insurance, paid leave time, or any other benefits from the Client.
6. The Client will be invoiced every 2 weeks.
7. Invoices submitted by the Contractor to the Client are due upon receipt.
8. The above Compensation includes all applicable taxes required by law.
9. The Contractor will be responsible for their own liability insurance.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
11. The Contractor will follow the status under the IRS and complete form 1099-NEC, Nonemployee Compensation.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of Confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

16. Upon expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor using the Term. The Contractor is responsible for paying, and complying with the reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

NOTICE

19. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following email address: mtaets@countysocialservices.org

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or

omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

22. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

23. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this
28th day of ___ May 2025_____.

Officer's Name: _____

_____(Contractor).

INDEPENDENT CONTRACTOR AGREEMENT

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CLIENT

CONTRACTOR

(the "Client")

(the "Contractor")

BACKGROUND

- A. The client is of the opinion that the Contractor has the necessary qualifications, experience, and ability to provide services to the Client.
- B. The contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

Finance Manager- CSS fiscal agent duties, processing and approving June 2025 claims, paying bills and insurance claims, finance data entry, closing out the CSS finance accounts.

2. The Services will also include any other job tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERMS OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on 7.1.2025 and will remain in full force and effect until the completion of Services, subject to earlier termination as provided in this Agreement.

4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days written notice to the other Party.

COMPENSATION

5. The Contractor will charge the Client for the Services at the rate of \$100.00 per hour (the "Compensation"). The Contractor shall not receive any other benefits such as health insurance, paid leave time, or any other benefits from the Client.
6. The Client will be invoiced every 2 weeks.
7. Invoices submitted by the Contractor to the Client are due upon receipt.
8. The above Compensation includes all applicable taxes required by law.
9. The Contractor will be responsible for their own liability insurance.
10. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
11. The Contractor will follow the status under the IRS and complete form 1099-NEC, Nonemployee Compensation.

CONFIDENTIALITY

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Contractor agrees that they will not disclose, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of Confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

16. Upon expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, worker's compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor using the Term. The Contractor is responsible for paying, and complying with the reporting requirements for, all local, state, and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

18. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

NOTICE

19. All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following email address: mtaets@countysocialservices.org

INDEMNIFICATION

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or

omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

22. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

23. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this
28th day of ___ May 2025_____.

Officer's Name: _____

_____(Contractor).

5/19/2025

CSS Board,

Enclosed are the financial reports for our May 28, 2025, meeting.

The first 14 pages are the claims we paid for the month of April 2025. The additional pages include the April FY2025 Accrual Summary Report, and the new monthly expenditure report we provide to the Iowa Dept of HHS each month. We also provide the Iowa Dept of HHS with the amount of liability for employment benefits. For the month of April 2025 that amount is \$95,336.86.

We budgeted a total of \$13,006,720 for our FY2025 expenditures. Since we were limited in the amount of funds we could carry over from last fiscal year, we had to refund money back to HHS. I am estimating the total amount of funds we will be able to expend this fiscal year at approximately \$12,036,343. We have been monitoring and spending our finances cautiously throughout this fiscal year to make sure we can support the required and core services. We have held back some payments for larger claims that we budgeted for this fiscal year or only paid a portion of the payment to help ensure we have enough funds to get us to the end. Luckily, our finances have been well managed, so in May, we started issuing payments for these larger claims.

I have continued to work with Mary and Megan to strategize our close out plan. Overall, I am feeling confident that we are on a good track to be able to fulfill our financial obligations, afford our administrative costs to close out the business and still return funds to HHS. We are continuing to strive to wrap up and close out our business in a quick and efficient manner.

HHS has continued to request information as well as an updated financial close out plan from us. As our team continues to research and strategize this plan, different scenarios and situations impact our funds. We are continuing to make intelligent decisions to help decrease our costs yet complete our end goal in a professional manner. You will find the most recent close out plan in my packet that we presented to HHS on 5/16/2025. This plan includes an estimate of CSS returning \$437,850 to HHS. We will continue to provide them with the best updated information as we work through this process.

Megan and I have completed the FY2024 audit (July 2023 – June 2024) with the state auditor's office. They are completing their steps and hopefully we will have that information to share at an upcoming meeting. The state auditor's office has also gathered a significant amount of documentation for our FY2025 audit (July 2024 – June 2025). Their office and our office are hoping we can provide them with our last bit of information in July 2025, so they can complete our FY2025 audit by fall of 2025. Megan and I also were able to complete the FY2024 GASB75 audit and are hoping to get FY2025 completed shortly after June 30, 2025.

On April 29, 2025, we provided an updated transition process letter to our providers/vendors. We have been sending this out with all our claims and will be sending this out to any remainder providers/vendors by the end of this month. I have enclosed this letter with this packet. All our staff have included the following message at the bottom of all our emails: **"County Social Services Mental Health and Disability Services Region will sunset on June 30, 2025. All claims and invoices must be received at claims@countysocialservices.org by July 31, 2025, to be paid. Any received after July 31, 2025, will be denied."**

After any discussion of the financials at our meeting, I would suggest someone makes the following motion:

I move to approve the April 2025 claims list and financial reports.

If you have any questions or concerns, please feel free to reach out to Mary or me.

Thank you,

Kris McGrane
Finance Manager
County Social Services

YTD 83%

County Social Services
FY2025 Accrual Summary Report April 2025

Presented 5/28/2025

Revenue	Budget	Prior Month	Current Month	YTD	% YTD
Medicaid Reimbursement (TCM)	\$ 21,525	\$ -	\$ -	\$ -	0%
Regional Service Payment	\$ 12,229,350	\$ -	\$ 1,600,535	\$ 9,315,744	76%
Interest/Use of Money & Property	\$ 100,000	\$ 14,521	\$ 15,340	\$ 178,060	178%
Misc Refunds/Rebates/Care & Keep	\$ 10,000	\$ 26,805	\$ 284	\$ 70,820	708%
Total Revenue	\$ 12,360,875	\$ 41,326	\$ 1,616,158	\$ 9,564,624	77%

Expenditure Domain						
Core						
Treatment	\$ 630,500	\$ 29,658	\$ 14,595	\$ 291,785	46%	
Crisis Services	\$ 2,721,200	\$ 339,733	\$ 61,302	\$ 1,788,190	66%	
Support for Community Living	\$ 2,335,985	\$ 137,705	\$ 106,116	\$ 1,493,627	64%	
Support for Employment	\$ 495,000	\$ 24,849	\$ 29,257	\$ 300,056	61%	
Recovery Services	\$ 501,000	\$ -	\$ 14,855	\$ 77,553	15%	
Service Coordination	\$ 500	\$ -	\$ -	\$ 1,239	248%	
Sub-acute Services	\$ 125,500	\$ 16,100	\$ 15,640	\$ 176,040	140%	
Evidence Based Treatment	\$ 80,500	\$ 1,930	\$ -	\$ 10,447	13%	
Mandated	\$ 537,500	\$ 14,408	\$ 39,291	\$ 421,579	78%	
Additional Core						
Justice System Involved Services	\$ 746,600	\$ 12,908	\$ 68,235	\$ 433,255	58%	
Evidence Based Treatment	\$ 222,000	\$ 225	\$ 28,915	\$ 264,509	119%	
Civil Commitment Prescreen	\$ 1,000	\$ -	\$ -	\$ -	0%	
Other Informational Services	\$ 285,000	\$ 32,556	\$ 16,020	\$ 320,594	112%	
Essential Community Living Support Services	\$ 2,022,855	\$ 122,593	\$ 122,813	\$ 1,386,126	69%	
Other Congregate Services	\$ 1,086,500	\$ 28,581	\$ 27,937	\$ 256,090	24%	
Administration	\$ 1,215,080	\$ 67,771	\$ 67,552	\$ 793,959	65%	
County Provided Case Mangement	\$ -	\$ -	\$ -	\$ 25,475	#DIV/0!	
Total Expenditures	\$ 13,006,720	\$ 829,016	\$ 612,528	\$ 8,040,524	62%	

April Payroll/Benefits Breakdown:

Gross Payroll	\$108,566
FICA (Employer)	\$7,944
IPERS (Employer)	\$10,249
Insurance (Employer)	\$29,466
TOTAL	\$156,224

Year-to-Date Per Capita Annualized Expenditure Rate: \$ 33.14

Fund 8500 Health Reimbursement Account Fiscal YTD (4/30/2025)	Balance Fwd from prior FY	\$ 240,345
	Revenue	
	Employer Contributions	\$ 308,326
	Employee Contributions	\$ 39,184
	Flex - Employee Contributions	\$ 8,408
		\$ 355,917
	Expenditure	
	Health Insurance Pmts (ISAC)	\$ 300,310
	Medical Claims Pmts (Auxiant)	\$ 36,236
	Flex Claims (Auxiant)	\$ 5,728
		\$ 342,274
	BALANCE	\$ 253,988

Ending Cash Balance 4/30/25 (Fund 4150 and Fund 8500 combined) \$ 6,722,264



5/7/2025



05/13/2025

Exceptions to Policy

	Feb	March	April	Service	Waiting For	Why ETP	notes
	600	600	600	Rent	Social Security	rent over 3 months	
	500	500	300	Rent	Social Security	rent over 3 months	
	x			Rent	Social Security	rent over 3 months	approved SSI 2.1.2025
	x			Rent	Social Security	rent over 3 months	approved SSI 2.2.2025
	385	385	385	Rent	Social Security	rent over 3 months	
	6727.56			SCL	IHH	over income	paying for Feb only
TOTAL	\$8,212.56	\$1,485	\$1,285				



**IMPORTANT
UPDATE**

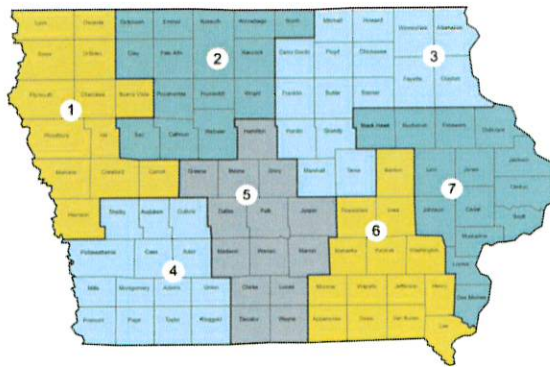
April 29, 2025

To Whom It May Concern:

On May 15, 2024, Governor Reynolds signed HF2673 to implement a new Behavioral Health Service System for Iowa to begin on July 1, 2025. On December 13, 2024, Iowa Health and Human Services (HHS) issued a notice of intent to award Iowa Primary Care Association as the Behavioral Health Administrative Service Organizations (BH-ASOs) for the entire state of Iowa. On February 25, 2025, HHS issued a notice of intent to award the following successful bidders as the Disability Access Points (DAPs) throughout Iowa:

District 1 – Pottawattamie County
District 2 – Central Iowa Community Services
District 3 – Central Iowa Community Services
District 4 – Pottawattamie County

District 5 – Polk County Behavioral Health
District 6 – Central Iowa Community Services
District 7 – MHDS of East Central Iowa



On June 30, 2025, the current Mental Health and Disability Services (MHDS) regions throughout Iowa, including County Social Services, will sunset.

***** County Social Services is requiring all invoices and claims to be received by July 31, 2025. They must be emailed to claims@countysocialservices.org. CSS reserves the right to not pay any claims received after July 31, 2025. We appreciate your understanding.**

What does that mean to you? Starting July 1, 2025, Iowa Primary Care Association (515-244-9610, info@iowapca.org) will be your contact for all behavioral health services as the statewide BH-ASO. Starting July 1, 2025, the above successful bidders will be your contact with all disability services.

County Social Services (CSS) will continue to support our clients, communities, and providers, the best we can to ensure those that rely on us have uninterrupted access to the important services they need.

If you have any questions or concerns, please feel free to reach out to one of our staff members. You may also find more information on the HHS website, [Iowa's Behavioral Health Service System | Health & Human Services](#) and [Iowa's Disability Services System | Health & Human Services](#).

Thank you,

Kris McGrane
Finance Manager
563-412-0521
kmcgrane@countysocialservices.org

Mary McKinnell
Chief Executive Officer
319-239-1879
mmckinnell@countysocialservices.org

SERVING PEOPLE IN THE FOLLOWING IOWA COUNTIES

Allamakee County	Chickasaw County	Fayette County	Mitchell County
Black Hawk County	Clayton County	Floyd County	Tama County
Butler County	Grundy County	Howard County	Winneshiek County

WEBSITE: www.countysocialservices.org ♦ YOUR LIFE IOWA 24/7 CRISIS LINE: (855) 581-8111

*As you will note below, the staff retained will not be offered any additional benefits (IPERS, Health insurance, dental, life, etc.), only the \$100/hour

STAFF 1	Estimate Hours	Salary-	FICA	IPERS	insurance	Unemployment	Dental	Life	Total
July	110	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 11,000.00
August	80	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 8,000.00
September	60	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 6,000.00
October	20	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 2,000.00
November	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
December	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
Total	280								\$ 28,000.00
STAFF 2	Estimate Hours	Salary-	FICA	IPERS	insurance	Unemployment	Dental	Life	Total
July	110	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 11,000.00
August	80	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 8,000.00
September	60	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 6,000.00
October	10	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 1,000.00
November	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
December	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
Total	270								\$ 27,000.00
STAFF 3	Estimate Hours	Salary-	FICA	IPERS	insurance	Unemployment	Dental	Life	Total
July	100	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 10,000.00
August	60	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 6,000.00
September	20	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 2,000.00
October	10	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 1,000.00
November	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
December	5	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ 500.00
Total	200								\$ 20,000.00
STAFF 4**	Estimate Hours	Salary-	FICA	IPERS	insurance	Unemployment	Dental	Life	Total
July	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
August	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
September	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
October									\$ -
November									\$ -
December									\$ -
Total	0								\$ -
STAFF 5**	Estimate Hours	Salary-	FICA	IPERS	insurance	Unemployment	Dental	Life	Total
July	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
August	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
September	0	\$100/hour	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
October									\$ -
November									\$ -
December									\$ -
Total	0								\$ -

TOTAL: \$ 75,000.00

STAFF 1	Finance Manager - Job duties will not change much for the first month/two months. Will continue to assist with going through claims and approving/denying, sending to CICS to get entered, then adjudicating claims and issuing payment. Will continue to manage books until close-out. Complete the financial part of the FY25 & FY26 Audits & GASB75 audit. Issue 1099's to vendors when everything is completed. [Contracted thru Dec, if needed]
STAFF 2	Human Resource - The majority of July will be completing June payroll, employee pay-outs, transitioning with insurance/benefits. Managing and assisting with the partial self-fund insurance. As HR duties wind down, transition more into going through claims and approving/denying, sending to CICS to get entered, answering questions and assisting CICS with claims. Complete the human resource part of the FY25 & FY26 Audits and GASB75 audit. [Contracted thru Dec, if needed]
STAFF 3	CEO - The majority of the time will be assisting going through all the incoming claims and approving/denying, sending to CICS to get entered. Assisting with FY25 & FY26 Audits. Continue to assist with business close-out and leading the governing board in closing out the business. [Contracted thru Dec, if needed]
CICS	CICS will not be the fiscal agent of CSS, they will only enter funding and claims into CSN. CSS will approve all claims, cut checks, mail checks, issue bank transfers and continue all other financial responsibilities.

CSS Close Out Plan as of 5/16/2025

Obligations		Notes
FY25 Budget - Expenditures	\$13,006,720.00	This is our current FY25 Budget
FY25 Actual Total Amount we can Spend w/ Current \$	\$12,036,343.00	We do not have enough money in our bank to fulfill our entire FY25 budget of \$13,006,720 This is the maximum amount we are estimating that we can pay with money on hand
FY25 Claims to Pay (Total Paid in FY25 hopefully)	\$8,500,000.00	This is our estimated amount of FY25 claims we are hoping to pay by 6/30/25
FY25 Ending Balance (& estimated bank balance)	\$3,536,343.00	This is our estimated bank balance as of 6/30/2025 as well as our FY25 Ending Balance
FY25 Claims to Pay (Paid in FY26)	\$2,637,493.00	This is the total amount of FY25 claims we will be paying in FY26
Admin for FY25 (Paid in FY26)	\$315,000	This amount is for all current CSS employees paid in July 2025 for hours worked in June 2025. This includes PTO liability costs that will be paid out in July 2025
Admin for Close-Out Period	\$146,000	This is the amount for administrative contracted services and business close-out costs (see breakdown)
Amount to Encumber		
Total Obligated Close-Out Costs	\$3,098,493.00	This is the amount we would need to encumber.
Close-out EFB	\$437,850	

Direct Administration			
4411-100	11-100	Direct Admin Salary	\$75,000
4411-400	11-400	Publication/Notices	\$250
4411-413	11-413	Mileage	
4411-422	11-422	Training	
4411-414	11-414	Telephone	
4411-412	11-412	Postage	\$50
4411-444	11-444	Equip Repair	
4411-260	11-260	Office Supplies	
4411-440	11-440	Motor Vehicle	
4411-475	11-475	Disposal/ Shred	\$700
4411-480	11-480	Dues/ Memberships	
4411-262	11-262	Information Tech.	\$5,000
4411-421	11-421	Data Processing Serv.	\$17,000
4411-463	11-463	Equipment Insurance	\$1,000
4411-447	11-447	Misc. Repair	
4411-464	11-464	Workers Comp. Ins.	\$1,000
??	??	Flex Benefit	\$1,000
441-481-62		Direct to other govern	
Total			\$101,000

IT Access until end of business
CICS contract/ADP payroll

Purchased Admin			
4412-425-	Attorney	\$1,000	
4412-420	Fiscal Agent/ Audit	\$44,000	
4412-400	Publication		
4412-460	Liability		
4412-421	Data Process- Board Sec		
4412-370	Dues/ Membership		
Total		\$ 45,000	