

FISCAL AGENT AGREEMENT

Effective July 1, 2022

This agreement, effective the 1st day of July, 2022, is between Central Iowa Community Services, hereafter referred to as CICS, and Story County, hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

CICS has been formed under *Code of Iowa* Chapter 28E and wishes to add efficiencies in financial management through the consolidation of accounting practices of its member counties and further wishes to designate a public entity as a fiscal agent to administer its funds. Story County has been designated as said Fiscal Agent.

II. Duration of Agreement

This agreement shall be effective July 1, 2022, and shall remain in effect until June 30, 2025, or until earlier terminated according to the provisions herein. This agreement may be amended, renewed, or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the compensation to the Fiscal Agent. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of the Fiscal Agent

The Fiscal Agent shall provide the following services:

- A. Deposit CICS funds into the MHOS CICS Regional Fiscal Agency Fund, hereafter referred to as Fund 41500, in accordance with *Code of Iowa* Chapter 12C and provide copy of bank statement monthly after reconciled by the Treasurer of Fiscal Agent County.
- B. Issue payments from Fund 41500 as directed by authorized CICS personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by CICS, in the amount specified, and to the address provided by CICS. Payments shall be issued as directed, within seven (7) workdays from the date the Fiscal Agent receives the approved claim with supporting documentation from authorized CICS personnel.
- C. Ensure that any interest earned on Fund 41500 shall be credited directly to Fund 41500.
- D. Direct bank fees shall be charged directly to Fund 41500 and shall not be considered a part of the Fiscal Agent compensation as outlined in *Section VI. Compensation of this Agreement*.
- E. All other approved expenses including the annual audit (that portion of costs as identified by the Auditor of State, State of Iowa) will be submitted to the CICS finance officer for a claim to be processed.
- F. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- G. Maintain separate accounting records as requested that at a minimum include the following:
 1. Utilize the integration between Fiscal Agent's financial software (Solutions) and the Community Services Network (CSN).
 2. Submit to finance officer the disbursement register for claims paid.
 3. Quarterly Fund 41500 Outstanding Report.
 4. The date of any stop payment requested by the Fiscal Agent and reason.
- H. Submit to the CICS finance officer monthly Fund Balance, Revenue and Expense detail and summary reports for the prior month by the 15th of the month. Reports shall be submitted in a format agreed to by CICS and Fiscal Agent and shall include as much of the information

as the Fiscal Agent is required to maintain as described in this section as CICS may request and as is necessary to reconcile the records of CICS with the records of the Fiscal Agent.

- I. Resolve any findings outlined in the annual completed audit by working with necessary parties including, but not limited to, CICS and Finance Committee.
- J. If this agreement is renewed or extended any unexpended CICS funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- K. If this agreement is not renewed or extended, unexpended CICS funds, and accrued interest as may be required by law, shall be transferred to the new fiscal agent.
- L. Submit a report to CICS of any audits performed as well as the findings of any audits of the accounting records for the Fiscal Agent. The report shall be submitted to CICS within five (5) work days of its receipt by the Fiscal Agent.
- M. The Fiscal Agent shall chair the CICS Finance Committee.

IV. Responsibilities of CICS

- A. Advise the Fiscal Agent in writing of the identity of CICS personnel authorized to approve and submit payment request from CICS funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from CICS funds.
- C. Authorized personnel shall submit a dated written authorization to the Fiscal Agent to make payments from CICS funds.
- D. Maintain accounting records for CICS payments authorized to be paid by the Fiscal Agent that, at a minimum, includes the following:
 - 1. Date written notification/authorization was submitted to the Fiscal Agent.
 - 2. Name of the authorized CICS personnel authorizing the payment.
 - 3. Name and mailing address of the payee.
 - 4. Amount of the payment.
 - 5. General Ledger account code for payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by CICS. CICS and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

V. General Provisions

- A. *Agreement Amendment.* The agreement shall be amended only upon written approval of both parties.
- B. *Renegotiation Clause.* In the event there is a revision of federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. *Termination of Agreement*
 - 1. *For Cause.* Causes for termination during the period of agreement are:
 - a. Failure of Fiscal Agent to complete or submit required reports.
 - b. Failure of Fiscal Agent to make financial and statistical records available for review by CICS or other authorized party.
 - c. Failure of Fiscal Agent to abide by the terms of this agreement.
 - d. Failure of CICS to abide by the terms of this agreement.
 - If any of (a) through (c) above occurs, CICS shall provide written notice to Fiscal Agent requesting that the noncompliance be remedied immediately. In the event

that the noncompliance continues fifteen (15) days beyond the date of the Fiscal Agent's receipt of written notice, CICS may either immediately terminate the agreement without additional notice or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

- If (d) above occurs, the Fiscal Agent shall provide written notice to the Chief Executive Officer of CICS, hereafter referred to as CEO, requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the CEO receipt of written notice, Fiscal Agent may either immediately terminate the agreement without additional notice or enforce the terms of the agreement and seek legal or equitable remedies.

2. *Upon notice.* Either party may terminate this agreement by providing 180 days written notice to the other party.

- D. *Confidentiality.* Fiscal Agent shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable federal and state laws and regulations on confidentiality.
- E. *Federal and State Compliance.* Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. *Records Retention.* Fiscal Agent shall maintain records that document the validity of reports submitted to CICS. The fiscal Agent shall retain all books, records, electronic records or other documents relevant to this agreement for a period of two (2) years after this agreement is no longer in effect or after the final completed audit has been submitted, whichever is later.
- G. *Review of Contract Related Documentation.* Fiscal Agent shall allow authorized representatives of CICS or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include on-site visits to the Fiscal Agent, the offices of the Fiscal Agent's agents, a combination of these, or, by mutual decision, to other locations.

VI. Compensation

- A. Compensation for the Fiscal Agent shall be \$1,200 per month until otherwise amended.
- B. The Fiscal Agent shall submit at least a quarterly invoice to CICS for payment.
- C. CICS shall pay the cost of the audit associated with the regional fund 41500.

SIGNATURE PAGE

By: _____
BJ Hoffman, Chairperson
Central Iowa Community Services

Date

By: _____
Patti Treibel-Leeds, Recording Secretary
Central Iowa Community Services

Date

By: _____
Latifah Faisal, Chairperson
Story County Board of Supervisors

Date

By: _____
Lucy Martin, Auditor
Story County

Date

By: _____
Ted Rasmusson, Treasurer
Story County

Date