

The Board of Supervisors met on 6/14/22 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Murken presiding. Latifah Faisal absent. (all audio of meetings available at storycountyowa.gov)

ADOPTION OF AGENDA: Heddens moved, Murken seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA): Brooke Ramsey, Business Development Manager, provided highlights from the submitted written report including ridership demographics, hours of service, COVID-19 impacts, fuel challenges, success stories, and new software.

ALL ABOARD FOR KIDS ANNUAL REPORT: Lisa McCarty, Co-Founder, reported on summer day camp, enrollment statistics, services provided, and funding guidance. Sandra King, External Operations Director, provided background information.

ABLE UP IOWA ANNUAL REPORT: Anna Magnusson, Executive Director, reported on partnerships, application and referral increases, joint funding agreement, and waiting list.

MINUTES: 6/7/22 Minutes – Heddens moved, Murken seconded the approval of 6/7/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/19/22, in a) Board of Supervisors for Bryce Garman @ \$15.00/hr; b) Planning and Development for Trae Meyer @ \$15.00/hr; 2) promotion/pay adjustment, effective 6/19/22, in a) General Assistance for Erin Rewerts @ \$3,390.73/bw. Heddens moved, Murken seconded the approval of personnel actions as listed. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of Consent Agenda as listed.

1. Agreement between Story County and Michelle Birkestrand for Cosmetology Hair Care Services for inmates of the Jail for \$25.00/haircut, effective 6/14/22
2. Appointment of Nic Briseño to the Commission of Veteran Affairs for a three-year term ending 6/30/25
3. Appointment of Luke Vance to the Commission of Veteran Affairs for a three-year term ending 6/30/25
4. Board Invitation to Nevada Economic Development Council
5. Contract for Highway Right-of-Way (ROW) with Marcus D. Woster for the purchase of permanent easement for \$491.49 (FM-CO85(WAR7) --55-85)
6. Resolution #22-84, FY23 Pay Resolution
7. Contract for Highway Right-of-Way (ROW) with James J. Mulvihill for the purchase of permanent easement for \$628.32 (E57 culvert boring)
8. Employee & Family Resources Employee Assistance Program (EAP) renewal, effective 7/1/22-6/30/23, for \$6,371.76
9. FY23 Provider and Program Participation Agreement with Story Time Childcare Center, effective 7/1/22-6/30/23
10. Purchase of replacement fleet vehicle from Deery Brothers of Ames for \$39,400.00
11. Releasing sequestered FY23 Analysis of Social Services Evaluation Team (ASSET) Funds and Authorization to move forward with the FY23 contract process with The Bridge Home
12. Renewal of Fiscal Agent Agreement between Story County and BooSt Together for Children, effective 7/1/22-6/30/23
13. Business Associate Agreement between Story County, Iowa, and Central Iowa Community Services (CICS), effective 7/1/22
14. Memorandum of Understanding (MOU) between Central Iowa Community Services (CICS) and Story County, Iowa, effective 7/1/22
15. Annual Maintenance Support between Story County and Tyler Technologies for CivilServe, effective 6/8/22-6/7/23, for \$6,149.38
16. FY23 Provider and Program Participation Agreement with Able Up Iowa, effective 7/1/22-6/30/23: Budget Credit Counseling (not to exceed \$625.00) \$129.84/client contact
17. Acknowledgment of Sheriff's Office purchase of bleeding control kits for \$17,860.10 (unbudgeted)
18. Roland Vet Clinic Site Development Plan
19. Youth and Shelter Services (YSS) Request to move additional funds totaling \$20,010.04 from Service Coordination to Transitional Living for FY22
20. Road Closure Resolutions: #22-45, #22-46, #22-47
21. Utility Permit: #22-6386

Roll call vote. (MCU)

CHANGE ORDER FOR TILE REPAIRS AT HICKORY GROVE PARK FOR \$22,390.00 FROM DAN MOODY EXCAVATING (UNBUDGETED): Mike Cox, Conservation Director, reported on change order to make necessary repairs of drain tile at Hickory Grove Park. The Conservation Board recommends approval, and funding is available in the current FY22 budget. Heddens moved, Murken seconded the approval of change order for tile repairs at Hickory Grove Park for \$22,390.00. Roll call vote. (MCU)

CHANGE ORDER FOR CAMPGROUNDS CAMPING PADS AT DAKINS LAKE FOR \$8,120.00 FROM HALL BACKHOE AND TRENCHING (UNBUDGETED): Mike Cox, Conservation Director, reported on additional need for contract of gravel at the Dakins Lake east campground. The Conservation Board recommends approval, and funding is available in the current FY22 budget. Heddens moved, Murken seconded the approval of change order for Campgrounds Camping Pads at Dakins Lake for \$8,120.00. Roll call vote. (MCU)

INFORMATION TECHNOLOGY (IT) QUARTERLY REPORT: Tim Patterson, IT Support Specialist, reported on current projects, software, service tickets by type, staffing, security audit, audio and visual equipment update for Public Meeting Room, upcoming new phones, and email volume.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All members spoke about multiple upcoming items and commitments.

Heddens moved, Murken seconded to adjourn at 10:57 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
6/14/22

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:

I. HIRTA - Brooke Ramsey

Department Submitting Auditor

Documents:

HIRTA ANNUAL.PDF

II. All Aboard For Kids Annual Report - Lisa Schuelka

Department Submitting Auditor

Documents:

ALL ABOARD FOR KIDS.PDF

III. Able Up Iowa Annual Report - Anna Magnusson

Department Submitting Auditor

Documents:

ABLE UP ANNUAL.PDF

7. CONSIDERATION OF MINUTES:

I. 6/7/22 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 6/19/22, in a) Board of Supervisors for Bryce Garman @ \$15.00/hr; b)Planning & Development for Trae Meyer @ \$15.00/hr; 2) promotion/pay adjustment, effective 6/19/22, in a) General Assistance for Erin Rewerts @ \$3,390.73/bw;

Department Submitting Auditor

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Agreement Between Story County And Michelle Birkestrand For Cosmetology Hair Care Services For The Jail Inmates For \$25.00 Per Haircut Effective 6/14/22

Department Submitting Sheriff

Documents:

BIRKESTRAND AGREEMENT.PDF

II. Consideration Of Appointment To Commission Of Veteran Affairs For A 3 Year Term Ending 6/30/25 – Nic Briseño

Department Submitting Board of Supervisors

Documents:

BRISENOAPPLICATION.PDF
BRISENONOTICEOFAPPT.PDF

III. Consideration Of Appointment To Commission Of Veteran Affairs For A 3 Year Term Ending 6/30/25 – Luke Vance

Department Submitting Board of Supervisors

Documents:

VANCEAPPLICATION.PDF
VANCENOTICEOFAPPT.PDF

IV. Consideration Of Board Invitation To Nevada Economic Development Council

Department Submitting Auditor

Documents:

NEDC BOS INVITE.PDF

V. Consideration Of Contract For Highway Right Of Way With Marcus D. Woster For The Purchase Of Permanent Easement For \$ 491.49 (FM-CO85(WAR7)--55-85)

Department Submitting Engineer

Documents:

ROW CTR WOSTER.PDF

VI. Consideration Of Resolution #22-84, FY2023 Pay Resolution

Department Submitting Human Resources

Documents:

FY23 PAY RESOLUTION 2284.PDF

VII. Consideration Of Contract For Highway Right Of Way With James J. Mulvihill For The Purchase Of Permanent Easement For \$628.32 (E57 CULVERT BORING)

Department Submitting Engineer

Documents:

ROW CTR MULVIHILL.PDF

VIII. Consideration Of Employee & Family Resources EAP Renewal Effective 7/1/22 - 6/30/23 For \$6,371.76

Department Submitting Human Resources

Documents:

STORY COUNTY FY23 EAP RENEWAL.PDF

IX. Consideration Of FY23 Provider And Program Participation Agreement With Story Time Childcare Center Effective 7/1/22-6/30/23

Department Submitting Board of Supervisors

Documents:

STORYTIMECHILDCARECENTER CONTRACT FY23.PDF

- X. Consideration Of Purchasing A Replacement Fleet Vehicle From Deery Brothers Of Ames - Budgeted

Department Submitting Facilities Management

Documents:

VEHICLE.PDF

- XI. Consideration Of Releasing Sequestered FY23 ASSET Funds And Authorization To Move Forward With The FY23 Contract Process With The Bridge Home

Department Submitting Board of Supervisors

Documents:

BRIDGHOMEFUNDS.PDF

- XII. Consideration Of Renewal Of Fiscal Agent Agreement Between Story County And BooSt Together For Children Effective 7/1/22-6/30/23

Department Submitting Auditor

Documents:

FISCAL AGENT.PDF

- XIII. Consideration Of Business Associate Agreement Between Story County, Iowa And Central Iowa Community Services Effective 7/1/22

Department Submitting Community Services

Documents:

BAA STORY CO AND CICS.PDF

- XIV. Consideration Of Memorandum Of Understanding Between Central Iowa Community Services And Story County, Iowa Effective 7/1/22

Department Submitting Community Services

Documents:

MOU FILES STORY CO.PDF

- XV. Consideration Of Annual Maintenance Support Between Story County And Tyler

Technologies For CivilServe Effective 6/8/2022 - 6/7/2023 For \$6,149.38

Department Submitting Information Technology

Documents:

TYLER CIVIL SERVE.PDF

XVI. Consideration Of FY23 Provider And Program Participation Agreement With Able Up Iowa Effective 7/1/22-6/30/23

Able Up Iowa - Budget Credit Counseling (Not to exceed \$625) \$129.84/1 Client Contact

Department Submitting Board of Supervisors

Documents:

APLEUPIOWA FY23 CONTRACT.PDF

XVII. Acknowledgement Of Sheriff's Office Purchase Of Bleeding Control Kits For \$17,860.10 (Unbudgeted)

Department Submitting Sheriff

Documents:

ACKNOWLEDGEMENT UNBUDGETED PUR.PDF

XVIII. Consideration Of Roland Vet Clinic Site Development Plan

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SITE PLAN.PDF
BUILDING PLAN.PDF

XIX. Consideration Of YSS Request To Move Additional Funds - \$20,010.04 - From Service Coordination To Transitional Living For FY22

Department Submitting Board of Supervisors

Documents:

YSS REQUEST LETTER.PDF
YSS CONTRACT AMMENDMENT.PDF

XX. Consideration Of Road Closure Resolution(S): #22-45, 22-46, 22-47

Department Submitting Engineer

Documents:

RC 22 45.PDF
RC 22 46.PDF
RC 22 47.PDF

XXI. Consideration Of Utility Permit(S): #22-6386

Department Submitting Engineer

Documents:

UT 22 6386.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Consideration Of Change Order For Tile Repairs At Hickory Grove Park For \$22,390.00 From Dan Moody Excavating (Unbudgeted) - Mike Cox

Department Submitting Conservation

Documents:

MOODY CO.PDF

- II. Consideration Of Change Order For Campgrounds Camping Pads At Dakins Lake For \$8,120.00 From Hall Backhoe And Trenching (Unbudgeted) - Mike Cox

Department Submitting Conservation

Documents:

HALL CO.PDF

12. DEPARTMENTAL REPORTS:

- I. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

IT.PDF
IT QTR.PDF
IT QTR 1.PDF

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any

Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

16. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

17. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors

Agenda

6/14/22

NAME

ADDRESS

Brooke Ramsay

Mike Cox

Tim Patterson

Sandra Kij

Gary Pilsbury

HIRTA

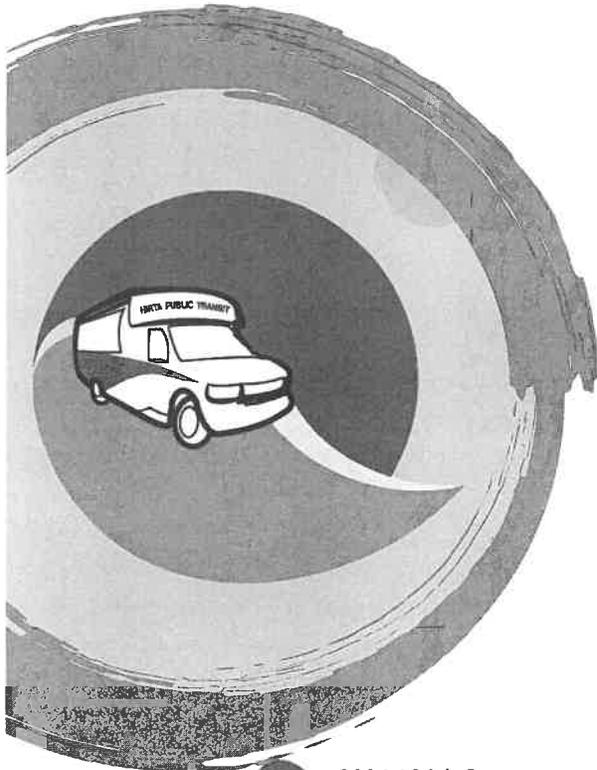
Conservation

IT

BOJ

Ames Chamber

Story County FY2022 Update



2824 104th St
Urbandale, IA 50322



1 (877) 686-0029



info@ridehirta.com



www.ridehirta.com

Service / Ridership Updates – so far this year

- 17,684 Rides for Story County Residents
- 501 Unique riders
- 95% On Time Performance

Ridership Demographics

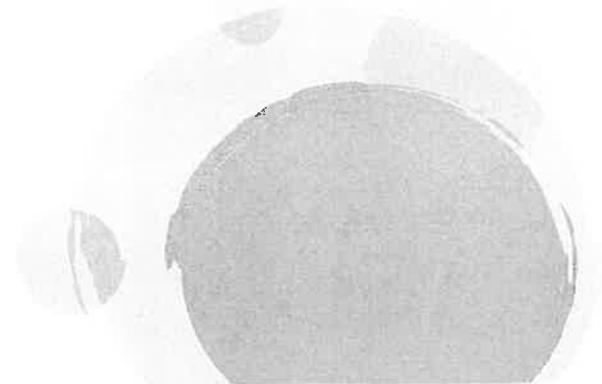
- Range from age 19 to 103
- 16% over the age of 60
- 34% people with disability

Challenges

- Decrease in demand
- Increased costs
- Driver Recruitment

Successes

- Economic Impact
- Created 501(c)3
- ITS4US Complete Trip project
- Mobility on Demand





all aboard for kids

All Aboard for Kids (AAFK) is a Story County-based, 501(c)(3) non-profit organization founded by parents in Ames.

Our Vision: *To equip autistic youth with the necessary resources to thrive in the world they live in today while preparing them for the world they will inherit tomorrow.*

Our Mission: *To promote growth in all areas of development for autistic youth through dynamic and engaging learning experiences*

We collaborate with a variety of advocates, specialists, educators, community leaders, and parents to provide opportunities and resources that support families and individuals living with autism spectrum disorder.

The AAFK summer camps serve all children in grades K-12. While most of our students reside in Ames and the greater Story County area, we are beginning to draw students from a larger geographical area. While we specialize in serving and supporting children with autism, we are an inclusive camp and actively encourage participation by typically-developing peers & siblings.

FY22 Enrollment Statistics

July 2021 Session Participant Area of Residence	
Ames	6
Story County, Not Including Ames	8
Outside Story County	3
Total participants:	17

June 2022 Session Participant Area of Residence	
Ames	10
Story County, Not Including Ames	8
Outside Story County	9
Total participants:	27

Through the ASSET funding process, the Story County Board of Supervisors awarded All Aboard for Kids \$2554.00, with a per unit rate of \$74.29.

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Out of School Program Not to Exceed \$2,554 *Funds are to be used for non-disabled participants	1 Partial Day (3 Hours)	\$74.29

However, we were only able to access a portion of these funds (10 units, at a unit cost of \$74.29 for \$742.90) as we only had 2 non-disabled Story County participants enrolled in our July 2021 camp session. For our June 2022 session, we have 0 non-disabled Story County participants so will be unable to access our remaining FY 22 Story County funds (\$1811.10).

FY22	July 2021 Camp Session	June 2022 Camp Session
Non-Disabled Participants	2	0
Funds accessed	(10 units, \$74.29/unit) \$742.90	\$0.00
Story County Funds remaining	\$1811.10	\$1811.10

Staff/Administration snapshot

July 2021	June 2022:
1 Executive Director (Volunteer) 1 Business Development Director (Volunteer) 1 Camp Director (seasonal part-time) 2 Lead Teachers (seasonal part-time) 1 Intern (seasonal part-time) 10 support staff (seasonal part-time)	1 President (Volunteer) 1 Executive Director (Volunteer) 4 Lead Teachers/Coaches (seasonal part-time) 1 Intern (seasonal part-time) 14 support staff (seasonal part-time)

All Aboard for Kids, Summer 2021





2022 Iowa Able Foundation Annual Report

Iowa Able Foundation / Able Up Iowa General Information

The Iowa Able Foundation is a statewide lender providing low-income Iowans with disabilities and the aging population access to affordable and flexible credit. A 501(c)(3) nonprofit organization, the goal of Iowa Able is to help Iowans increase their independence at home, at work and in their communities. Financial education for Iowa's disability community underpins Iowa Able's credit offerings.

Iowa Able Foundation / Able Up Iowa Strategic Plan / Pilot Program Updates

Since the strategic enhancements and changes to AUI's programming were approved by the Board of Directors in 2019 and implemented in 2020, there has been a 500% increase in applications and significant increase in the number of referrals from community partners. AUI is the only organization that serves as an alternative financing program for Iowans who are in need of our programs and services.

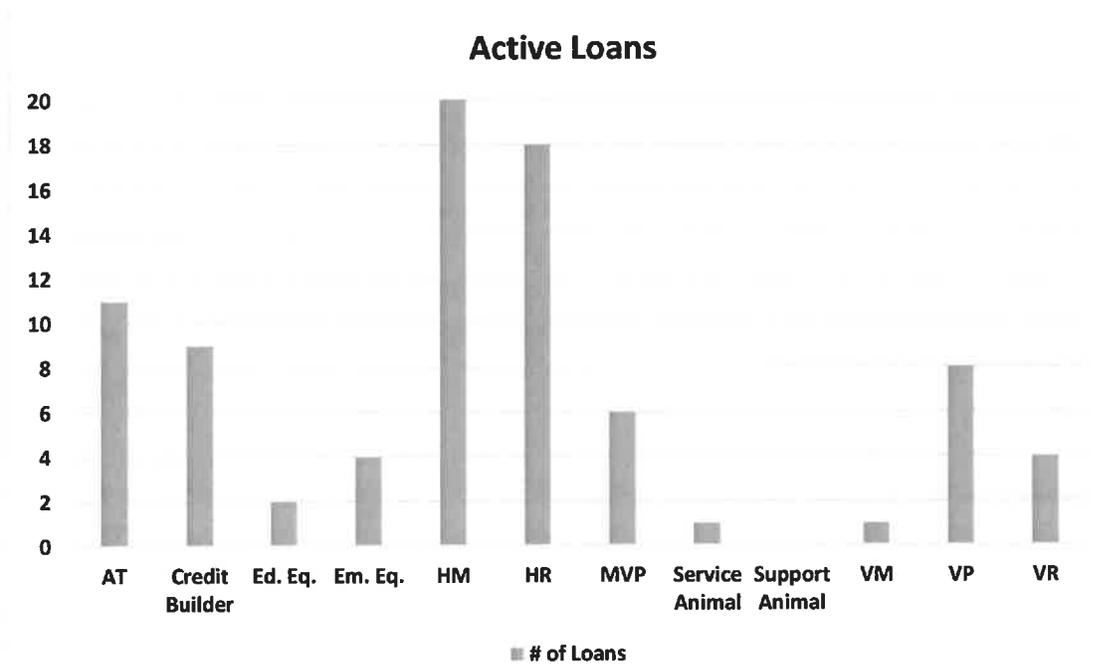
There are approximately 50,000 Iowans with a disability who face challenges when trying to purchase what they need to live healthy and independent lives. These individuals are often rejected by traditional financial institutions due to poor credit and a lack of discretionary income. Able Up Iowa helps people of all abilities become independent by providing solutions to financial needs and empowering them to achieve their financial goals.

Iowa Able Foundation / Able Up Iowa 2022 Loan Report

Active Loans: 85

- Assistive Technology: 11

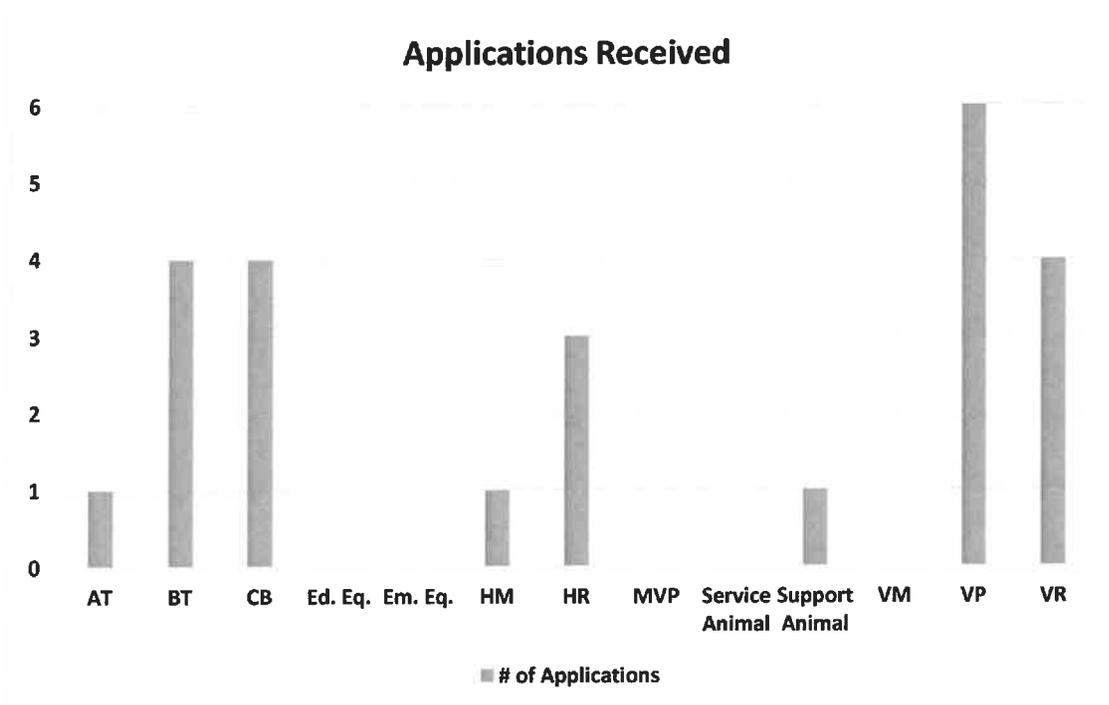
- Credit Builder: 9
- Education Equipment: 2
- Employment Equipment: 4
- Home Modification: 21
- Home Repair: 18
- Modified Vehicle Purchase: 6
- Service Animal: 1
- Support Animal: 0
- Vehicle Modification: 1
- Vehicle Purchase: 8
- Vehicle Repair: 4



Applications Received: 24

- Assistive Technology: 1
- Back on Track: 4

- Credit Builder: 4
- Education Equipment: 0
- Employment Equipment: 0
- Home Modification: 1
- Home Repair: 3
- Modified Vehicle Purchase: 0
- Service Animal: 0
- Support Animal: 1
- Vehicle Modification: 0
- Vehicle Purchase: 6
- Vehicle Repair: 4



Approved Loans: 0

Denied Loans: 0

Withdrawn Applications: 0

Non-Waiting List Pending Applications: 10

Applications on Waiting List: 119

Applications on Priority Waiting List: 40

Paid in Full Loans: 0

Charged-Off Loans: 0

Delinquent Loans:

- <30 Days: 5
- 30+ Days: 5
- 60+ Days: 4
- 90+ Days: 4
- 120+ Days: 4

Iowa Able Foundation / Able Up Iowa KHOI 89.1 FM Partnership

In January 2020, Iowa Able Foundation debuted a radio program on KHOI 89.1 FM. The I Am Able IOWA radio show presents the issues, information, and stories related to disabilities. The radio show is supported and produced by the Iowa Able Foundation. Iowa Able Foundation's executive director, Anna Magnusson, is the co-host and producer. Meredith Francom is the co-producer and co-host. Daniel Heddendorf serves as a co-host, engineer, and editor.

The I Am Able IOWA is live on the first and last Saturday of the month at 9:00am.

Circle of Voices: Shelley Garrington and Kate Appleton have stepped up to lead the Circle of Voices committee. This committee is leading the way to provide guidance and oversight to ensure that our organization remains committed to creating a culture in which all people are valued and supported and celebrate, respect, and appreciate the similarities and differences among us. The committee will also plan and host activities to make sure it is not just words, but actions that promote this commitment. In addition to Shelley and Kate, the committee includes

the following: Shelley Jaspering, Danielle Anderson-Jeppesen, Leslie Ginder, Tim DeLong, Dr. Ashley Garrin.

Iowa Able Foundation / Able Up Iowa COVID-19 Impact

Iowa Able Foundation / Able Up Iowa team continues to follow the basic protocol to ensure the safety and health of the team, our building neighbors, and the community.

Iowa Able Foundation / Able Up Iowa Staffing Transition

Iowa Able Foundation / Able Up Iowa continues to experience changes in staffing.

Iowa Able Foundation / Able Up Iowa Transition

Starting in 2022, Able Up Iowa finds itself at a critical crossroads as a result of not receiving the CDFI designation impacting access to capital for programs and operations. To continue to fulfill the mission and serve Iowans, the organization is forging a new path for its future.

After securing grant funding of \$1,100,000 and successfully negotiating a 2.5 year extension to the original commitment of 2 years from a funding partner for the Financial Empowerment Center serving Polk County residents, Anna Pena joined the Able Up Iowa team to review and make recommendations to sustain and strengthen the organization's programs and impact. The significant increase in referrals, applications, and loans indicates that the organization is needed in Iowa communities. It was not about justifying the organization's existence, but finding ways to sustain and enhance the organization's infrastructure to support this growth.

Provider Agreement

THIS AGREEMENT is entered into by and between Story County (Story County Sheriff's Office Jail Division), whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Michelle Birdsfront hereinafter referred to as "Provider", whose mailing address and telephone number is 1313 5th St. Nevada, Ia telephone 515-441-6488.

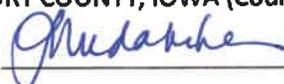
1. **PURPOSE AND INTENT.** The purpose of the agreement is for the Provider to provide cosmetology hair care services to the inmate population of the Story County Jail.
2. **FEES, EXPENSES & COMPENSATION.** Provider may charge an individual per inmate haircut fee of \$25.00 for professional services necessary in the terms of this Agreement. Provider agrees that the individual per inmate haircut fee shall be totaled per visit and shall be the Provider's sole compensation for professional services and work performed per visit because of this Agreement. The Provider may ask to renegotiate the rate of the individual haircut fee, due to changes in current market rates, by giving 30 days written notice to the County. The Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.
3. **INDEPENDENT CONTRACTOR.** It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. The Provider shall maintain all licensing and training required by the State of Iowa to provide professional cosmetology services. It is also understood that the provider will supply all equipment and supplies (with the exception of haircut chair provided by the County) needed to facilitate hair care services to the County (Story County Sheriff's office Jail Division). It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement. The parties agree that this is a **non-exclusive agreement**, meaning the County may hire additional Providers to perform the same service if deemed necessary.
4. **INSURANCE & TAXES.** Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.
5. **CONFIDENTIALITY.** Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.
6. **TERM AND TERMINATION OF AGREEMENT.** This agreement is effective on the ____ day of _____, 20__ for a period of ____ year(s). The County may terminate this agreement

immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for the purpose of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.
8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations and jail facility rules. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations and jail facility rules shall be considered a material breach of this agreement by the Provider.
9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.
10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

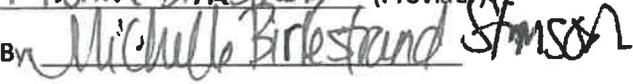
This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: 

Chairperson of the Board of Supervisors

Dated: 6/14/22

 Stimson
(Provider)
By: 

Dated: 6-16-22

NOTICE OF APPOINTMENT

PERSON APPOINTED: Nic Briseño

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Veterans Affairs

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 6/14/22

DATE OF TERM EXPIRED: 6/30/25

APPROVED **DENIED**
Board Member Initials: gmc
Meeting Date: 6-14-22
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Luke Vance

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Commission of Veteran Affairs

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM:

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 6/14/22

DATE TERM EXPIRES: 6/30/25

APPROVED **DENIED**
Board Member Initials: JMV
Meeting Date: 6/14/22
Follow-up action: _____



June 3, 2022

Nevada Economic Development Council
PO Box 157
Nevada, Iowa 50201

Dear Story County Board of Supervisors,

It was a pleasure to join you in May to discuss the NEDC organization and our desire to include the Story County Board of Supervisors as part of our Board of Directors.

We appreciate the annual contribution the County makes to the City of Nevada. These funds are utilized to support our economic development efforts.

As investors in Nevada economic development, we would like to officially extend an invitation for one representative from the Board of Supervisors to join the NEDC. We meet monthly the last Wednesday of each month at 7:00 am.

If you have further questions about this invite, please do not hesitate to reach out to me at michelle@21stcenturyrehab.com or by phone at 515.290.7728,

Sincerely,

Michelle Cassabaum

Michelle Cassabaum
President

C: Brett Barker, City of Nevada
Jordan Cook, City of Nevada

APPROVED **DENIED**
Board Member Initials: *MC*
Meeting Date: 6-14-22
Follow-up action: _____

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 03-07-200-225
PROJECT No: FM-C085(WAR7)--55-85
ROAD No: (110th ST.)

THIS AGREEMENT made and entered into this 2nd day of June, A.D. 20 22 by and between

MARCUS D. WOSTER

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The South 17.00 feet of the North 50.00 feet of the East 80.00 feet of Parcel "A" as shown on the plat of survey recorded as instrument number 96-05853 in the Story County Recorder's Office. All being part of of the NE¼, NE¼ in Section 7, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.09 acres of which 0.06 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>491.49</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>491.49</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence _____ rods woven	\$
Permanent Easement	<u>0.03</u>	ac./sq.ft.	\$ <u>194.37</u>	Fence _____ rods barb	\$
Temporary Easement	<u>0.07</u>	ac./sq.ft.	\$ <u>272.12</u>		
Damages for:					\$

Future Abstract Entry in the amount of \$25.00

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

x *Marcus Moser*
Marcus Moser 06/02/2022

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

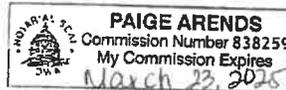
Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 2nd day of June, 20 22, before me, the undersigned, personally appeared Marcus Moser

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Paige Arends
Notary Public in and for the State of Iowa



BUYER'S APPROVAL

Darren Moon 6-1-22

Recommended by: Darren Moon P.E., Story County Engineer (Date)

Mudarr Lee 6/14/22
vice -
Approved by: Chairperson, Story County Board of Supervisors (Date)

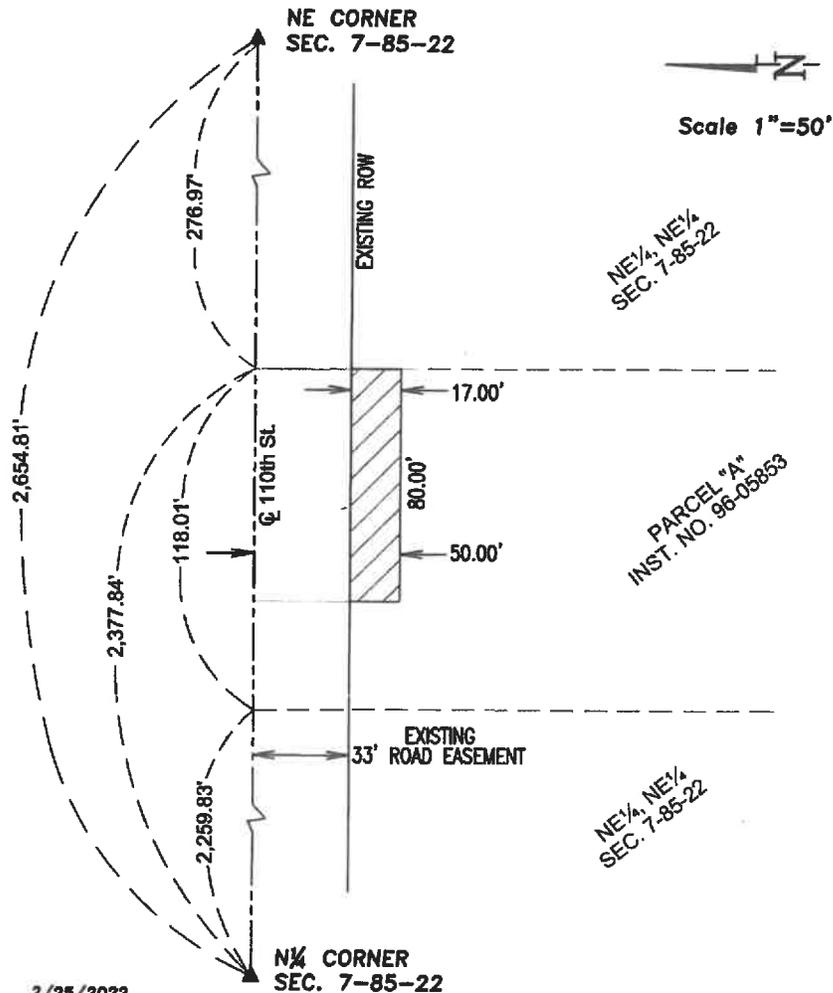
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

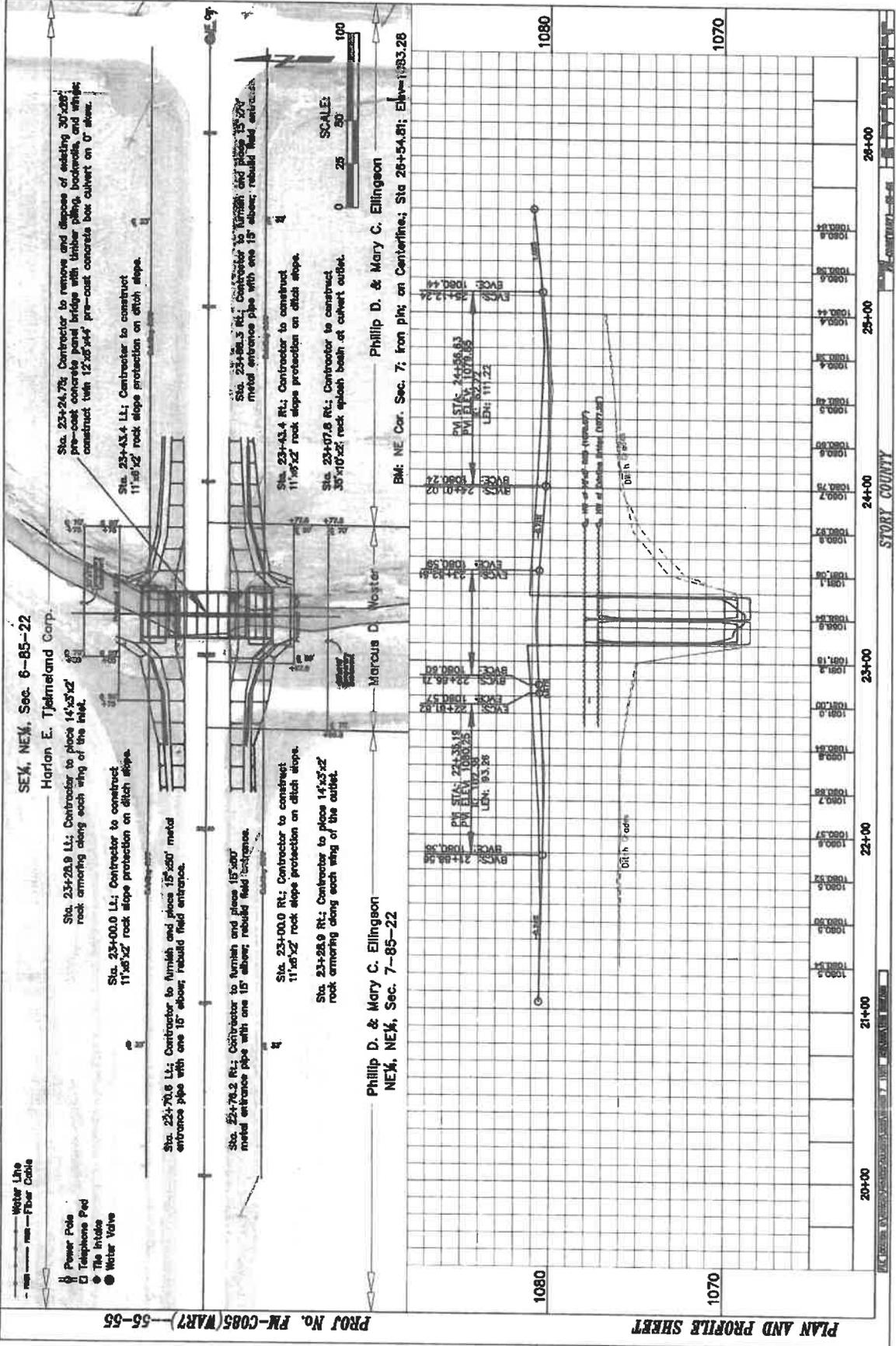
PROJECT NO. FM-C085(WAR7)--55-85 PARCEL NO. 03-07-200-225
SECTION 7, TOWNSHIP 85N, RANGE 22W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM MARCUS D. WOSTER

EXISTING R.O.W. 0.06 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.09 ACRES

The South 17.00 feet of the North 50.00 feet of the East 80.00 feet of Parcel "A" as shown on the plat of survey recorded as instrument number 96-05853 in the Story County Recorder's Office. All being part of the NE $\frac{1}{4}$, NE $\frac{1}{4}$ in Section 7, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.09 acres of which 0.06 acres is existing R.O.W.



DATE DRAWN 2/25/2022



SEK, NEK, Sec. 6-85-22

Horton E. Tjelmeand Corp.

Sta. 23+28.9 LL; Contractor to place 14"x3'x2' rock armor along each wing of the inlet.

Sta. 23+00.0 LL; Contractor to construct 11"x8'x2' rock slope protection on ditch slope.

Sta. 23+70.6 LL; Contractor to furnish and place 15"x20' metal entrance pipe with one 15" above; rebuild field entrance.

Sta. 23+76.3 RL; Contractor to furnish and place 15"x20' metal entrance pipe with one 15" above; rebuild field entrance.

Sta. 23+00.0 RL; Contractor to construct 11"x8'x2' rock slope protection on ditch slope.

Sta. 23+28.0 RL; Contractor to place 14"x3'x2' rock armor along each wing of the outlet.

Sta. 23+24.7R; Contractor to remove and dispose of existing 30"x20" pre-cast concrete pond bridge with timber piling, boulders, and whips; construct twin 12"x8'x4' pre-cast concrete box culvert on 0' slope.

Sta. 23+43.4 LL; Contractor to construct 11"x8'x2' rock slope protection on ditch slope.

Sta. 23+86.5 RL; Contractor to furnish and place 15"x20' metal entrance pipe with one 15" above; rebuild field entrance.

Sta. 23+43.4 RL; Contractor to construct 11"x8'x2' rock slope protection on ditch slope.

Sta. 23+07.8 RL; Contractor to construct 30"x10'x2' rock splash both of culvert outlet.

Phillip D. & Mary C. Ellingson
NEK, Sec. 7-85-22

Phillip D. & Mary C. Ellingson
BM: NE Cor. Sec. 7; Iron pin on Centerline; Sta 26+54.81; Elevation 1083.28

- Water Line
- Four Cables
- Power Pole
- Telephone Pole
- Inlet
- Water Valve

PROJ No. PW-C085(WA7)-56-65

PLAN AND PROFILE SHEET

20+00 21+00 22+00 23+00 24+00 25+00 26+00

STORY COUNTY

28+00

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 13-02-100-205
 PROJECT No: E57 CULVERT BORING
 ROAD No: E57 (280th Ave.)

THIS AGREEMENT made and entered into this 2nd day of June, A.D. 2022 by and between

JAMES J. MULVIHILL

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

A 75.00 foot wide strip of land, 100.00 feet in length, lying along the North property line of Parcel "E", beginning 553.6 feet West of the NE Corner of said Parcel "E" in the NE $\frac{1}{4}$, NW $\frac{1}{4}$ in Section 2, Township 82 North, Range 24 West of the 5th P.M., Story county, Iowa. Easement contains 0.17 acres of which 0.09 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page --, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>628.32</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>628.32</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet		
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements
Underlying Fee Title		ac./sq.ft.	\$	Fence ___ rods woven
Permanent Easement	<u>0.08</u>	ac./sq.ft.	\$ <u>518.32</u>	Fence _____ rods barb
Temporary Easement		ac./sq.ft.	\$	
Damages for:		Trees - \$85.00		\$
		Future Abstract Entry in the amount of \$25.00		

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X *James Mulvihill* _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT
STATE OF IOWA: ss On this 2nd day of June, 2022, before me, the undersigned, personally appeared James Mulvihill

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Tyler Spauls
Notary Public in and for the State of IOWA

BUYER'S APPROVAL
Darren Moon _____
Recommended by: Darren Moon P.E., Story County Engineer (Date) 6-9-22

Andrew _____
Approved by: Chairperson, Story County Board of Supervisors (Date) 6/14/22

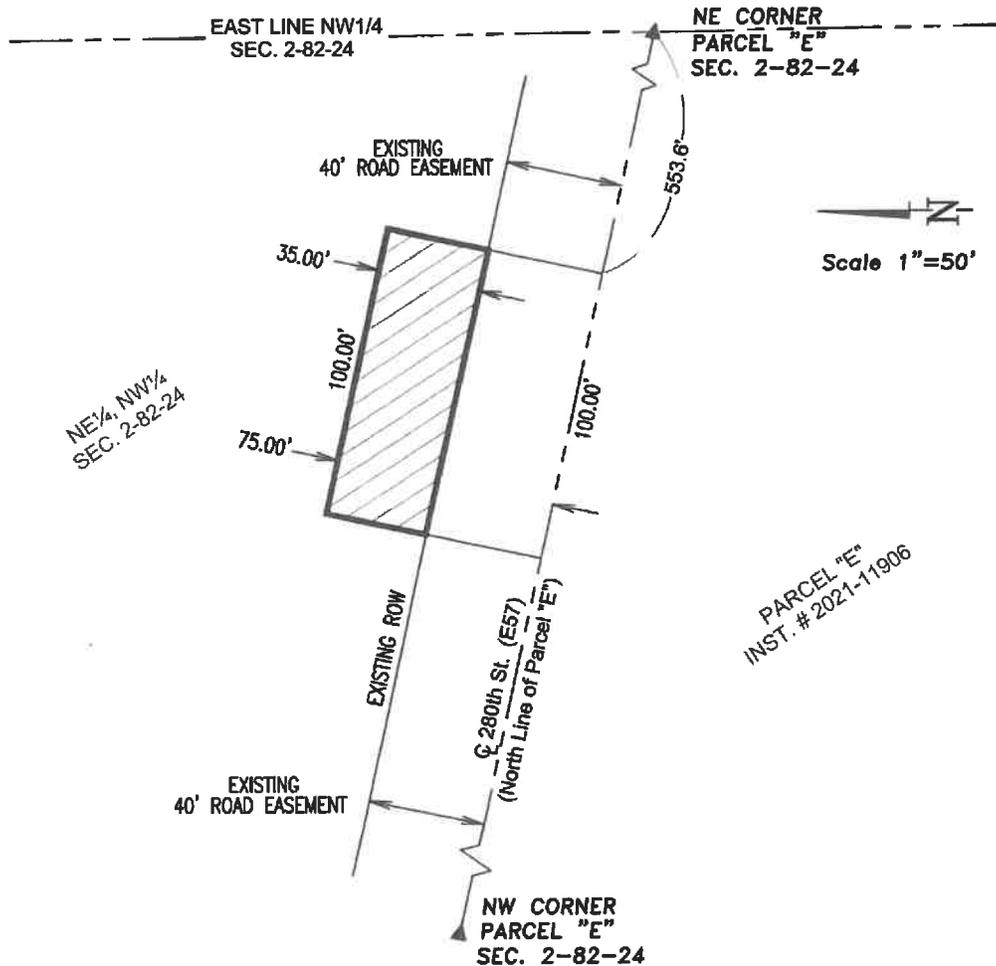
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. E57 CULVERT BORING PARCEL NO. 13-02-100-205
 SECTION 2, TOWNSHIP 82N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.
 ACQUIRED FROM JAMES J. MULVIHILL

EXISTING R.O.W. 0.09 ACRES NEW R.O.W. 0.08 ACRES TOTAL R.O.W. 0.17 ACRES

A 75.00 foot wide strip of land, 100.00 feet in length, lying along the North property line of Parcel "E", beginning 553.6 feet West of the NE Corner of said Parcel "E" in the NE $\frac{1}{4}$, NW $\frac{1}{4}$ in Section 2, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.17 acres of which 0.09 acres is existing R.O.W.



DATE DRAWN 04/14/22



EFR EMPLOYEE & FAMILY RESOURCES

RENEWAL

PROPOSED FOR Story County
RENEWAL DATE 7/1/22
NUMBER OF EMPLOYEES 280 currently covered
CURRENT BENEFIT 6 Session Core
CURRENT INVESTMENT \$22.20 Per Employee Per Year

Renew at Current Benefit Per Employee Per Year
 6 Session Core **\$22.92**
 Number of Employees Upon Renewal **278**
 Investment Upon Renewal **\$6,371.76**

Renew with Additional Investment -- Select Unit Cost --
 -- Select Benefit --
 Number of Employees Upon Renewal
 Investment Upon Renewal

Add Workplace Training to the Annual Contract In-Person or Virtual \$300/hr*
 Indicate number of training hours to be added: hrs = \$

*Client is responsible for travel costs incurred by Employee & Family Resources.

Total Investment Upon Renewal **\$6,371.76**

*Pricing is based on one annual payment for a 12 month contract. Pricing is subject to change if the renewal date or the employee count changes.

Additional Services are available should you need them throughout the year. Those include Mediation and Leadership Coaching. Please contact your Account Manager for more information.

SIGNATURE  **DATE** 6/14/22

Story County Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Story Time Childcare Center** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

SECTION 1 Definitions

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

SECTION 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Jayne Underhill

Print Title: Story County Board of Supervisors

Print Title: Director

Date: 6/14/22

Date: 6-7-22

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$47,500	1 Full Day	\$25.84
Child Care – Infant Not to Exceed \$2,500	1 Full Day	\$7.14



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: June 14, 2022
TO: Board of Supervisors
FROM: Joby J. Brogden
RE: Replacement Fleet Vehicle

APPROVED
Board Member Initials: JB
Meeting Date: 6-14-22
Follow-up action: _____

Facilities Management Department would like to request additional funds for the FY-22 budgeted replacement fleet vehicle for Facilities Management. Replacement vehicle is a 2022 model year ¾ ton truck with snow removal equipment and towing hardware.

A replacement vehicle was order on 8/11/2021 through Ames Ford, with an original delivery date of February 2022. This vehicle has yet to begin the assembly process and has yet to be delivered. After many attempts to receive an updated delivery date, the best answer we were able to receive is it could take up to an additional 12 month to receive the ordered vehicle. Ames Ford made attempts to locate an already manufactured vehicle that would meet or exceed our specifications, without success. The delay in manufacturing is due to supply issues and labor shortages. At this time Story County is under no obligation to purchase the vehicle through Ames Ford.

Facilities Management has located a comparable vehicle, which meets and exceeds all specified needs, through Deery Brothers of Ames IA, this vehicle is currently in stock at the Ames location and is available for purchase.

The original budgeted amount for the truck and associated snow plow and towing equipment is \$36,900.00 the proposed available truck through Deery Brothers is approximately \$39,400.00 difference of \$2500.00. This cost includes all associated equipment and trading in of the truck to be replaced.

Due to the unknown delivery date of the original budgeted vehicle from Ford and the need to replace the current truck, Facilities Management is recommending approving the addition \$2500.00 for the available Dodge truck from Deery Brothers.

Total request for the purchase of a new 2022 ¾ ton truck (with trade-in) and equipment would be \$39,400.00.



**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

June 8, 2022

APPROVED

DENIED

Board Member Initials: LM

Meeting Date: 6-14-22

Follow-up action: _____

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

RE: Request Release of Sequestered FY23 ASSET Funds and Authorization to Move Forward With the FY23 Contract Process With the Bridge Home

Dear Board of Supervisors,

ASSET Funds for The Bridge Home (TBH) were sequestered during the allocation process in January. Consequently, we have not moved forward with the contract process with TBH as we have with other agencies.

At its April meeting, the ASSET Board approved a plan for releasing the sequestered ASSET funds, to which TBH agreed. Additionally, monthly meetings between ASSET Funder Staff and TBH began on June 1, 2022. TBH agreed to the following:

- Providing ASSET funded services according to the definitions outlined in the ASSET Reference Manual and discussed with the ASSET Administrative Team;
- Providing an explanation of the referral process followed when emergency shelter beds are full;
- Meeting monthly with Funder staff to discuss and/or clarify service delivery topics. Topics may include but not be limited to the ASSET process for new/expanded services, data collection and reporting for Clear Impact Scorecard, and completion of the ASSET budget forms.

In light of TBH's agreement to the above-referenced plan for releasing the sequestered funds, release of the sequestered ASSET funds for The Bridge Home and authorization for staff to move forward with the FY23 contract process is requested.

Please let me know if you have any additional questions or concerns.

Respectfully,


Sandra King

Director of External Operations and County Services

FISCAL AGENT AGREEMENT

This agreement, made this 14 day of June Month, 2022 is between the **BooSt Together of Children**, hereafter referred to as **LOCAL BOARD**, and **Story County Board of Supervisors**, hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of \$ \$479,903.00 for a School Ready Children Services, and a grant of state funds of \$149,509.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2023. The actual amount is contingent upon funds allocated by the Iowa Legislature.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. The Story County Board of Supervisors has been designated as the fiscal agent for the Board.

II. Duration of Agreement

This agreement shall become effective on July 1, 2022. This agreement shall remain in effect until June 30, 2023, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within ____ work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA

grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

- D.** Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E.** Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 - 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F.** Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G.** Submit monthly expenditure reports within 10 work days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H.** Submit a report within 25 workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at no cost to the LOCAL BOARD. **[OR SPECIFY HOW THE FISCAL AGENT IS TO BE PAID]**
- K. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant 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.

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant 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 Early Childhood Iowa grant funds.
- C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - 3. The name and mailing address of the payee.

4. The amount of the payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement 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 the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD 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.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will

meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement Regarding Meeting All Federal and State Requirements - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD 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 off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug- free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J.** Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K.** Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Name of LOCAL BOARD

Legal Name of Fiscal Agent

Celeste Mortvedt

Signature

Celeste Mortvedt

Printed Name

Board Chair

Title

6/6/22

Date

Anita Claman

Signature

Anita Claman/ Area Director

Printed Name/Title

6/6/22

Date

Latifah Fasal

Signature

Latifah Fasal

Printed Contact Name

LINDA MURKEN

Story County

Agency

State of Iowa Story County Board of Supervisors Member

Title

6/14/22

Date

900 6th St.

Address

Nevada, Iowa 50201

City, State, Zip Code

(515)-382-7201

Telephone Number with Area Code

This Memorandum of Understanding (hereinafter "MOU") is entered into between Central Iowa Community Services (CICS) and Story County, Iowa.

- I. **MENTAL HEALTH DISABILITY SERVICES CLIENT FILES.** In recognition that Story County, Iowa is a member county of Central Iowa Community Services 28E Agreement to create a mental health and disability service region to provide local access to mental health and disability services, it is acknowledged that ownership and possession of client mental health and disability services files generated prior to July 1, 2013 shall be transferred to CICS effective July 1, 2022. The following special responsibilities are assumed by the parties:
 - a. **CICS Responsibilities.** CICS agrees to:
 - i. Follow and implement Health Insurance Portability and Accountability Act (HIPAA) requirements
 - ii. Follow and implement any other Federal, State, or local laws governing confidentiality of client information
 - b. **Story County Responsibilities.** Story County agrees to:
 - i. Release client files to CICS
 - ii. Inform individuals requesting records to contact CICS
- II. **TERMINATION.** This MOU shall remain in effect through June 30, 2023. The requirements under I. a. and I. b. shall survive the ending or termination of this agreement. The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.
- III. **INDEMNIFICATION.** Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.
- IV. **NOTICES.** All notices related to this MOU shall be addressed as follows:
 - a. To: Story Co. Board of Supervisors:
Attn: Board Chair
Story County Administration Building
900 6th Street, Nevada, IA 50201
 - b. To: CICS – Story County
Attn: Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

MOU Between Central Iowa Community Services and Story County, Iowa

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the _____ day of _____ 2022 .

STORY COUNTY BOARD OF SUPERVISORS
900 6th Street
Nevada, IA 50201

CENTRAL IOWA COMMUNITY SERVICES
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

By: 
Vice Chair, Story County Board of Supervisors

By: _____
Chair, CICS Governing Board

Date: 6/14/22

Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into by and between Story County, Iowa (the “Covered Entity”), and Central Iowa Community Services (the “Business Associate”).

RECITALS

A. Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder (“HIPAA”).

B. Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to a certain agreement entered into with Covered Entity effective on 7/1/22 for the provision by Business Associate of substance use disorder client funding eligibility and claim processing and administrative support services for Covered Entity (the “Services Agreement”), is a “business associate” of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

C. Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

NOW, THEREFORE, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

I. DEFINITIONS

1.1 “Agreement” has the meaning set forth in the preamble.

1.2 “ARRA Breach” has the same meaning as the term “Breach” in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

1.3 “Business Associate” has the meaning set forth in the preamble.

1.4 “Covered Entity” has the meaning set forth in the preamble.

1.5 “Data Aggregation” means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

1.6 “Designated Record Set” means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term “record” means any item, collection,

or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

1.7 “**Document Demand**” has the meaning set forth in Section 3.13.

1.8 “**Effective Date**” has the meaning set forth in the preamble.

1.9 “**Electronic PHI**” means information that comes within paragraphs 1(i) or 1(ii) of the definition of “PHI,” as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

1.10 “**HIPAA**” has the meaning set forth in the Recitals.

1.11 “**HITECH Act**” means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

1.12 “**Individual**” means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.13 “**PHI**” means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

1.14 “**Privacy Rule**” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.15 “**Protected Health Information**” (or “PHI”) means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.16 “**Required by Law**” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.17 “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

1.18 “**Security Incident**” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

1.19 “**Security Rule**” means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

1.20 “**Services Agreement**” has the meaning set forth in the Recitals.

1.21 “Unsecured PHI” or “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

1.22 Remaining Terms. Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

II. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Services Agreement Uses and Disclosures. Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

2.2 Other Permitted Uses. If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

2.3 Other Permitted Disclosures. If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Compliance with Privacy Rule. Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity’s obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

3.2 Prohibition on Unauthorized Use or Disclosure. Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

3.3 Minimum Necessary.

3.3.1 Business Associate shall limit its use and disclosure of PHI under this Agreement to the “minimum necessary,” as set forth in guidance that the Secretary will issue regarding what constitutes “minimum necessary” under the Privacy Rule. Until the issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R.

§ 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

3.3.2 Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

3.4 Safeguarding PHI; Security Regulations. Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

3.5 Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

3.6 Reporting. In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.7, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

3.7 Subcontractors. Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

3.8 Access.

3.8.1 Within twenty (20) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

3.8.2 In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity

immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

3.9 Amendment.

3.9.1 If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

3.9.2 In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

3.10 Records Availability. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

3.11 Accounting of Disclosures.

3.11.1 If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

3.11.2 In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to the Covered Entity and shall take no direct action on the request.

3.12 Demands for Production of PHI.

3.12.1 Receipt by Business Associate. If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

3.12.2 Receipt by Covered Entity. If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such

Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

3.13 Request for Restrictions on Disclosure of PHI. As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

3.14 Remuneration for PHI.

3.14.1 Except as explicitly permitted in the Services Agreement and also set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

3.14.2 Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and 164.504(e), and the only remuneration provided is by the Covered Entity to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

3.15 Marketing Restrictions. Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

3.16 Fundraising Limitations. Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

IV. ARRA BREACH NOTIFICATION.

4.1 Risk Assessment by Business Associate. If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

4.2 Notification to Covered Entity. If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify the Covered Entity of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

4.3 Delayed Notification to Covered Entity. Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to

demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

4.4 Notification to Individuals, the Secretary and/or the Media. In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected Individuals for a period of at least two (2) years of credit monitoring.

V. TERM AND TERMINATION

5.1 Term. This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

5.2 Termination for Cause. Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Service Agreement shall automatically and immediately terminate, unless termination is infeasible.

5.3 Termination after Repeated Violations. Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

5.4 Obligations Upon Termination. Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

5.4.1 Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

5.4.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. INDEMNIFICATION; INSURANCE

6.1 Indemnification by Business Associate. Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

6.2 Right to Tender or Undertake Defense. If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

6.3 Right to Control Resolution. Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

6.4 Insurance. Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

6.5 Conflicts. With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

VII. GENERAL PROVISIONS

7.1 Effect. The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

7.2 Amendment. Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

7.3 No Third Party Beneficiaries. This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.

7.4 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

7.5 No Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

7.7 Relationship of the Parties. Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 Counterparts; Facsimile Signature. This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 Notification

7.9.1 Business Associate. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

Russell Wood
russell.wood@cicsmhds.org
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010
Phone 515-663-2928

7.9.2 Covered Entity. To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

Alissa Wignall
Alissa.wignall@storycountyiowa.gov
900 6th St.
Nevada, IA 50201
Phone 515-382-7204
Fax 515-382-7206

7.10 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

BUSINESS ASSOCIATE

Central Iowa Community Services

By: _____

Print Name: _____

Title: _____

Date: _____

COVERED ENTITY

Story County, Iowa

By: 

Print Name: LINDA MURKEN

Title: VICE CHAIR

Date: 6/14/22

RECEIVED

MAY 31 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Able UP Iowa** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

SECTION 1

Definitions

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

SECTION 2

Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Attention: _____

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Anna J. Magnusson

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 6/14/22

Date: 6/5/2022

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Budget Credit Counseling Not to Exceed \$625	1 Client Contact	\$129.84



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

To: Board of Supervisors
 Latifah Faisal, Chairperson
 Lisa Heddens
 Linda Murken

From: Sheriff Paul H. Fitzgerald *JFH*

Date: June 9, 2022

Reference: Purchases over \$5,000 (unbudgeted)

.....

Due to the recent shooting incident at the Cornerstone Church, I will be purchasing 45 Bleeding Control Kits. Within each kit are eight (8) packs. This will equip each Story County Sheriff's Office vehicle with a kit, along with one located in the front office, one in the jail booking area, and one to have on the court side of the Justice Center.

When we have an active event, the deputies are usually first on scene prior to medical. With the packs in the vehicles, this is one more tool at our deputies disposal to use in an emergency situation.

This memo is an acknowledgement of the unbudgeted purchase of \$17,860.10 for the bleeding control kits. I will be using funds in my operational budget for this purchase.

APPROVED **DENIED**

Board Member Initials: *JFH*

Meeting Date: 6/14/22

Follow-up action: _____



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyia.gov

APPROVED **DENIED**
Board Member Initials: AM
Meeting Date: 6-14-22
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Trae Meyer, Planning Intern
RE: Site Development Plan for addition to veterinary clinic located at 58927 130th Street, Roland, IA 50236 (Parcel 02-16-400-460)
MEETING DATE: June 14, 2022

Garth Robinson of Roland Veterinary Clinic and Grooming, the owner of the above parcel, is proposing an addition to the veterinary clinic located at 58927, 130th Street Roland, IA 50236. The subject property is the existing location of Roland Veterinary Clinic and Grooming, which provides veterinary services and pet grooming. The business and building have been an established use since the late 1990s. Mr. Robinson has submitted a zoning permit application with construction drawings. As the use is commercial, a site plan approved by the Board of Supervisors is required.

The addition will be 24-feet-by-20-feet, totaling an additional 480 square feet to the existing building. There will be no additional impervious surface added to the site besides the building addition. The property is zoned A-2, Agribusiness District.

Zoning District and Bulk Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 86 of the Story County Land Development Regulations:

- **86.05.2 Principle Permitted Uses:** Animal Hospitals are an allowed use in the A-2, Agribusiness District.
- **86.05.5 Bulk Requirements:** There were questions on the applicant’s ability to meet setbacks as listed in the bulk requirements. The applicant had a property line survey done, and staff was able to confirm that setbacks would be met.

General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 88 of the Story County Land Development Regulations:

- **88.04 Access Requirements:** The property has existing access from 130th Street to the south. No new access permits are needed.



- **88.05 Environmental and Natural Resource Standards:** The applicant will not be disturbing over an acre of area. A storm water management plan is not required. The subject property contains no environmentally sensitive areas. An erosion control plan is required to meet the county's erosion control requirements in Chapter 88.05. Requirements include that temporary stabilization is used if work ceases for more than 14 days and final stabilization of the disturbed area occurs when work is completed. A concrete washout is required. Silt fencing or other perimeter controls may be required around the disturbed areas.
- **88.08 Parking and Circulation Standards:** No additional parking is being proposed for the addition. With the siting of the addition, a small area of the parking space will be taken away. It is noted that this space is the closest to the existing building, and that the ADA compliant parking spot will need to be moved. Mr. Robinson was made aware that if the current parking area on site is expanded in the future, then we will need to review the plans at that time for conformance to [88.08](#), including minimum landscaping requirements, space markings, and the minimum required number of accessible parking spaces.
- **88.09 Site Lighting:** No new site lighting is proposed.
- **88.10: Screening of Mechanical Equipment:** There will be no additional mechanical equipment or refuse collection areas with this proposed addition. No additional screening will be required.
- **88.11: Minimum Landscaping Standards:** The County's minimum landscaping standards require that "An area equivalent to at least 20 percent impervious surface of a property to be developed (excluding single-family and two-family dwellings) shall be planted as landscaped areas. The landscaped areas shall be designed and placed so as to achieve the maximum capture and filtration of storm water originating from the property." It is noted that with the addition of this floor space, more landscaping will be needed in order to reach the 20 percent threshold. Mr. Robinson and Planning and Development staff have discussed the inclusion of additional landscaping areas with the construction of the addition.

Interagency Review Comments

- **Auditors Department** – No comments
- **Planning and Development Department** – No comments
- **Engineering Department** – No comments
- **Environmental Health Department** - The current system was installed in 2018 to treat waste from the house, vet clinic and dog grooming operations - system was permitted for an estimated use of 750 GPD and then discharge to tertiary treatment laterals that were from the existing system. The RT25 unit can treat up to 900 GDP, it is required to have an annual maintenance contract. We spoke with the maintenance provider and he stated the system has been operating without issues since installation and believes the current system can effectively handle the new demands. Owner should be aware that if the system starts having issues with treatment then an additional pod may be required or they may need to separate the home waste treatment from the vet clinic waste treatment. As a reminder, Story County requires all septic tanks to be pumped every 5 years. Ensure septic system is protected during construction.

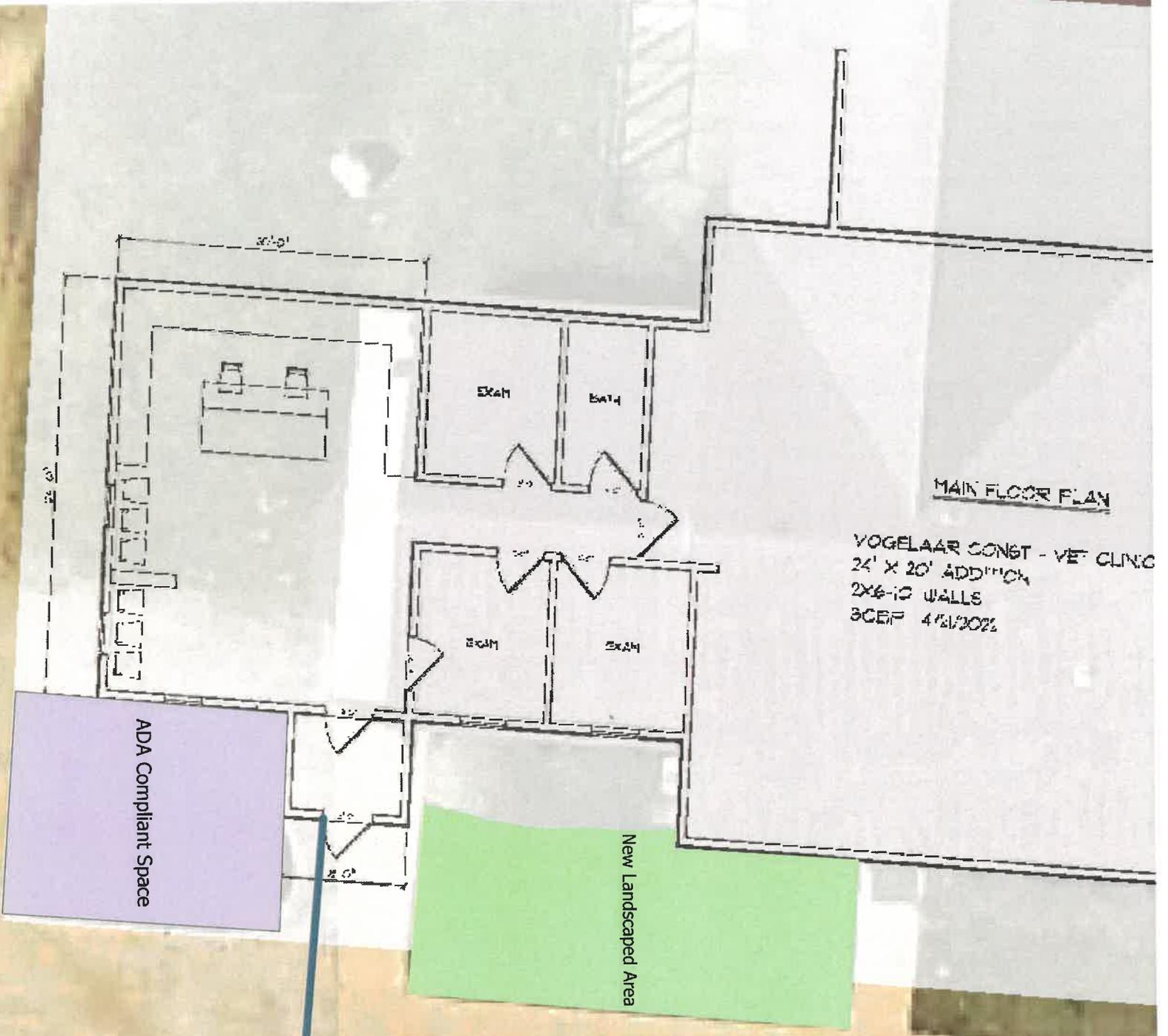


- **Assessors Department** – No comments
- **Conservation and Parks Department** – No comments
- **Legal Department** – No comments

Recommendation

As the site plan meets the Story County Land Development Regulations, Planning and Development staff recommend the Board approve the site plan as submitted.





MAIN FLOOR PLAN

VOGELAAR CONST - VET CLINIC
24' X 20' ADDITION
2X6-10 WALLS
3CEP 4/14/2024

ADA Compliant Space

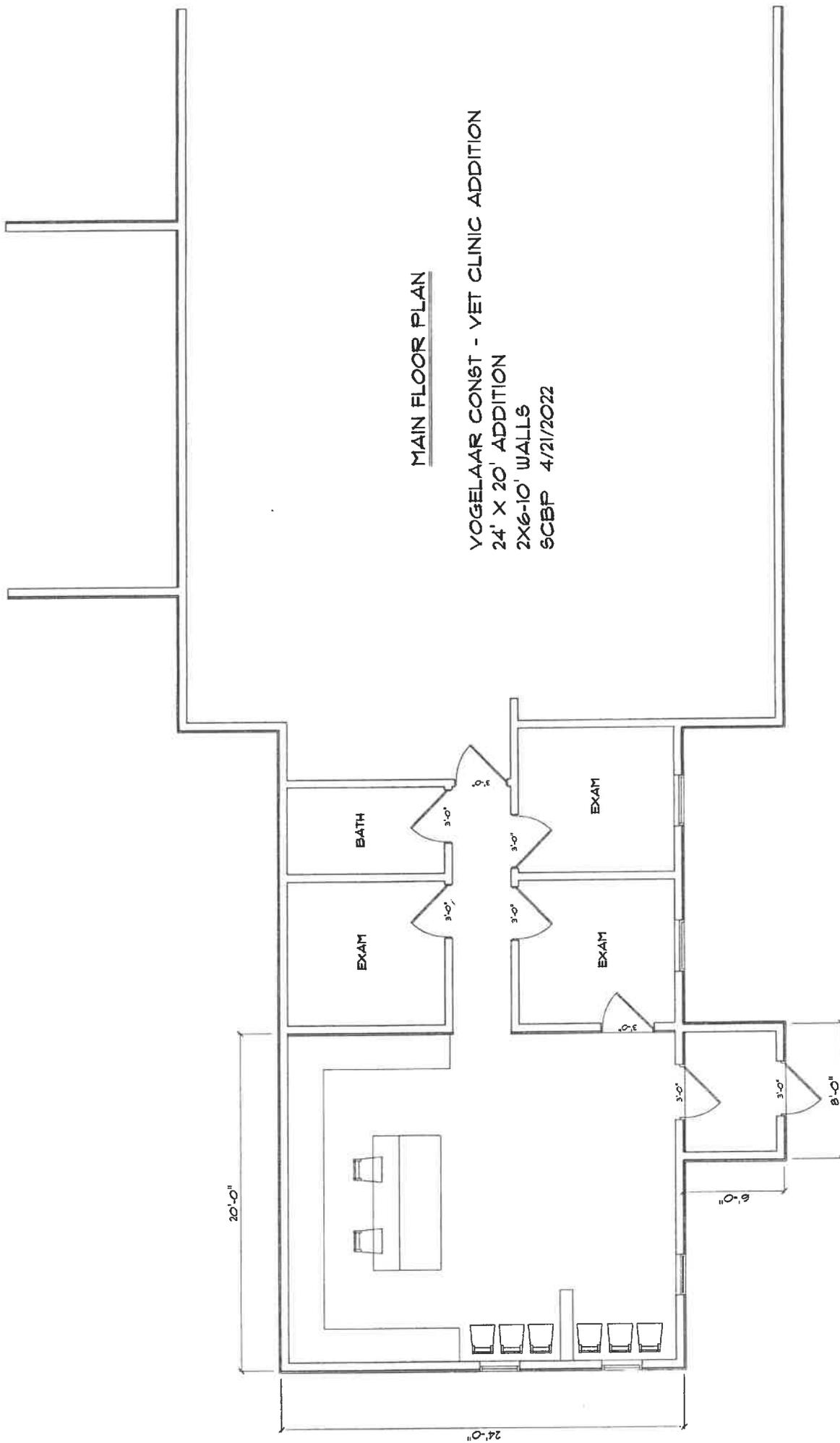
New Landscaped Area

49.99979603595408



MAIN FLOOR PLAN

VOGELAAR CONST - VET CLINIC ADDITION
24' X 20' ADDITION
2X6-10' WALLS
SCBP 4/21/2022





**STORY COUNTY
BOARD OF SUPERVISORS
LISA HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

June 9, 2022

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

RE: FY22 ASSET Contract Amendment – YSS

Dear Board of Supervisors,

Attached is YSS’ request to transfer funds from Service Coordination to Transitional Living. Specially, they are requesting a change as outlined below that will require a contract amendment (attached).

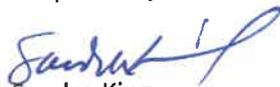
- Decrease the budget for Service Coordination by \$20,010.04 and transfer to Transitional Living
- Increase the budget for Transitional Living by \$20,010.04 using the Service Coordination transfer

Because YSS has been unable to draw down Service Coordination funds in the past, it significantly reduced its budget request for the service and increased the budget request for Transitional Living for FY23 to match expected use.

The requested funds transfer for FY22 is reflected in the highlighted changes on the attached contract amendment. The new budget balances represent the “do not exceed” amounts for FY22 as indicated:

- Transitional Living Program - \$29,548.04
- Service Coordination - \$27,265.96

Respectfully,


Sandra King

Director of External Operations and County Services

Attachments

1. YSS’ Request for Funds Transfer
2. Contract Amendment for YSS

APPROVED **DENIED**

Board Member Initials: gm

Meeting Date: 6-14-22

Follow-up action: _____

June 6, 2022



RE: Request for Transfer of Funds

To Story County Board of Supervisors,

Please consider our request to transfer \$20,010.04 from Service Coordination to Transitional Living to support 526.58 units of service performed in FY2021-2022 from December 2021 to May 2022.

Thank you,

Amanda Briggs

YSS, Chief Financial Officer

RECEIVED

JUN 07 2022

**STORY COUNTY
BOARD OF SUPERVISORS**

RECEIVED
JUN 10 2011
BOARD FOR THE EXCHANGE
TRADING VOUCHER



A COMMUNITY-BASED ORGANIZATION
SERVING YOUTH AND FAMILIES SINCE 1976



**Story County
Provider and Program Participation Agreement Amendment No. 1**

1. This amendment is entered into this 14th day of June by and between Story County and YSS (Provider), original parties to the agreement dated 7/1/21 (effective date).
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**YSS ATTACHMENT A Amendment Effective _____
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials.

Story County:

YSS:

By: 

By: 

Print Name: LINDA MURKEN
Latifah Faisal

Print Name: Andrew Allen

Print Title: Chair, Story County Board of Supervisors

Print Title: President & CEO

Date: 6-14-22

Date: 6-9-22

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Child Safety Not to Exceed \$2,479	1 Staff Hour	\$69.49
Kids Club Not to Exceed \$66,615	1 Partial Day (3 Hours)	\$14.01
Mentoring Not to Exceed \$36,679	1 Client Contact/Day	\$67.99
The Nest Program Not to Exceed \$376	1 Client Contact	\$149.46
Transitional Living Not to Exceed \$29,548.04 (includes \$20,010.04 transfer from Service Coordination – June 2022)	1 Client Contact	\$38.00
Youth Dev/Soc. Adj. Not to Exceed \$30,676	1 Client Contact/Day	\$57.57
Employment Assistance Not to Exceed \$6,222	1 Staff Hour	\$30.08
Family Dev. Edu FaDSS Not to Exceed \$2,815	1 Client Hour	\$38.01
Pub Educ./Awareness Combined Not to Exceed 101,739	1 Staff Hour	\$74.33
Summer Enrichment Not to Exceed \$18,363	1 Partial Day (3 Hours)	\$7.99
Emergency Shelter – Rosedale Not to Exceed \$89,250	1 24 Hour Period of Food and Shelter	\$297.88
Substance Abuse Co-Occurring (Out Pt.) Not to Exceed \$45,000	1 Client Hour	\$195.77
Kids Club Local Option Not to Exceed \$4,235	1 Partial Day (3 Hours)	\$14.01
Child Safety Local Option Not to Exceed \$2,310	1 Staff Hour	\$69.49
Summer Enrichment Local Option Not to Exceed \$840	1 Partial Day (3 Hours)	\$7.99
The Nest Program Local Option Not to Exceed \$105	1 Client Contact	\$149.46
Service Coordination Not to Exceed \$27,265.96 (includes \$20,010.04 transfer to Transitional Living – June 2022)	1 Client Hour	\$37.44

Resolution # 22-84

BE IT RESOLVED that the salaries for Story County employees for fiscal year 2023
(for the pay period beginning June 19, 2022 and payable on July 08, 2022) shall be as follows:

The following rates are bi-weekly:

Andersen	Micah	3579.83	Lendt	Brandon	2071.44
Anderson	Ethan	4728.96	Lentz	Jordan	2604.28
Anderson	Kelly	2221.80	Levri	Jerri	2499.56
Asmussen	John	4305.23	Linkenmeyer	Carson	2358.72
Auld	Riley	2164.68	Luke	Adam	2708.24
Backous	Gary	4302.83	Markley	Lisa	3596.79
Barker	Jeremy	2970.80	Massaro	Matthew	2830.04
Barnett	Paige	2105.04	Matchan	Benjamin	3376.92
Bartos	Matthew	2843.64	McLain	Brett	3076.43
Bauer	Russell	2591.56	Memmer	Stephanie	2501.96
Blau	Clark	2648.40	Moon	Darren	5726.57
Boeckman	Andrew	3358.34	Moore	Brian	3134.84
Boelkes	Benjamin	3187.30	Mosinski	Marylin	3234.74
Brady	Samantha	2105.04	Naumann	Andrew	3322.49
Briseno	Nicolas	4132.41	Navratil	Joel	2964.24
Brogden	Joby	3492.96	Nehring	Joe	3106.77
Bullock	Aaron	1927.80	Nicholas	Kimberly	2321.12
Burkle	Margie	2392.60	Norris	Stephanie	1982.40
Camp	Maegan	2199.12	Origer	Kathleen	2298.24
Casper	Michael	1927.80	Packer	Adam	2538.76
Chance	Jan	2351.28	Peck	Michael	2647.60
Christensen	Theron	2971.69	Powell	Alexander	2105.04
Christian	Adam	2902.32	Powers	Logan	2358.72
Cleppe	Danae	1927.80	Pruden-Xayavong	Ashlie	2071.44
Combs	Dillon	2903.92	Quinn	Elizabeth	3565.98
Davis	Cory	3183.30	Rewerts	Erin	3390.73
Denekas	Nancy	2405.52	Rhoad	Anthony	3566.78
Dilley	Ashley	2160.48	Richardson	Lucas	4457.50
Dobson	Chase	1927.80	Riese-Wignall	Alissa	4351.67
Duden	Joshua	2971.69	Ringle	Michael	4322.46
Eickholt	Jonathan	3011.00	Rink	Crystal	4728.96
Ellis	Leanna	4303.63	Rosenberg	Nicholas	2145.55
Feldman	Molly	2199.12	Schaper	BriAnna	2199.12
Forbes	Carin	3241.85	Schelonka	Lee	1815.24
Fountain	David	3241.42	Schmitz	Jaime	2905.52
Gardner	Natosha	2591.56	Schoeneman	Amelia	3325.94
Geffre	Tracy	2646.80	Schroeder	James	2907.12
Gibbons	Jillian	1927.80	Schroeder	Timothy	2707.44
Grimm	Tyler	3647.04	Schultz	Kyle	2902.32
Grubbs	Jason	2962.64	Scott	Jeffrey	2906.32
Gruis	Nathan	2590.68	Sink	Brett	2843.64
Hamilton	Cody	2591.48	Skelton	Zachary	2595.56
Hansen	Levi	3187.30	Slice	Thomas	2830.04
Harrison	Travis	2592.36	Smith	Rebecca	2525.96
Harter	Leanne	3619.36	Sonich	Alexis	1896.72
Henderson	Anna	2652.01	Sparks	Tyler	4320.77
Hendrick	Karissa	2647.60	Stalzer	Monika	2744.10
Hinders	Joan	2505.16	Starling	Shelby	2105.04
Hobart	Diane	2404.72	Steinback	Barbara	4742.94
Hochberger	Nicholas	3561.98	Stoeffler	Randy	2649.20
Houston	Joshua	3188.10	Stoll	Janet	2506.76
Hunter-Montgomery	Marcene	2501.96	Strottman	Sara	2746.15
Johnson	Bret	3570.78	Thompson	Kyle	3359.94
Johnson	Jamie	2405.52	Tickle	Brian	3569.98
Johnson-Miers	Shawna	3917.23	Toresdahl	Constance	3356.60

Jones	Stephanie	1900.33	Van Wyngarden	Lynnette	3376.92
Kennedy	Michael	2652.40	Webster	Joshua	3191.30
Kester	Aaron	2969.84	Wittrock	Michael	2199.12
King	Sandra	4389.76	Woster	Angela	1927.80

The following rates are hourly:

Ahrens	Joel	35.14	Litke	Hannah	19.56
Albright	Amber	19.18	Logsdon	Sue	21.98
Amman	Marcus	28.88	Loneman	Terri	29.29
Anderson	Malissa	18.95	Macki	Kristy	25.22
Baker	Samantha	19.18	Massey	Stacey	20.11
Bellile	Michelle	22.95	Memmer	James	34.02
Betz	Samantha	22.25	Mensing	Lori	31.10
Borton	Aaron	27.82	Miller	Matthew	26.89
Bottorf	Joseph	31.84	Mitchell	Jennifer	18.81
Brakke	Mark	34.08	Muschick	Stacie	19.90
Braland	Justin	31.29	Myer	Clint	28.56
Carey	Katelyn	19.95	Naumann	Cathy	21.54
Carlson	Chase	21.24	Northrup	Lacey	18.08
Carsrud	Charles	36.10	Norton	Heather	24.26
Cash	Katelyn	21.54	Oberbeck	Gregory	22.18
Cerka	Amie	27.34	Oborny	Robert	27.85
Clatt	Dennis	33.96	Ogden	Paul	34.03
Cripps	Kylie	20.90	Patterson	Alanna	18.59
Crutchfield	Rachel	18.64	Patterson	Timothy	29.87
Davis	Connie	24.69	Perisho	Lacey	20.30
DeHaven	Kevin	29.97	Peterson	Ryan	31.28
DeVries	Jennifer	24.22	Pratt	Dennis	28.53
Eames	Cassandra	24.25	Russell	Randall	19.01
Eames	Wade	23.46	Sanders	Dillon	28.10
Elbert	Madison	23.66	Schilling	Jason	23.52
Erickson	Christopher	33.91	Schmitz	Wendy	24.85
Esala	Anna	18.81	Schwickerath	Cynthia	22.57
Flickinger	Steven	26.18	Smith	Laura	21.73
Fry	Jonathan	36.18	Smith	Ryan	26.64
Golden	Carol	18.81	Sonich	Tammy	18.40
Golly	Alex	27.33	Springer	Kyle	33.93
Grimard	Shelley	21.69	Sullivan	Todd	27.84
Handsaker	Mark	24.02	Tiernan	Justin	26.00
Harrison	Danny	24.40	Van Sickle	Bre	21.98
Herridge	Nick	30.31	Vawter	David	36.16
Hilleman	Patricia	22.92	Vickers	Melinda	21.84
Holland	Roger	34.02	Wagner	Andrea	27.21
Ingham	Darla	21.72	Wall	Scott	28.60
Johnson	Steve	36.20	Warren	Kevin	21.64
Kerns	Jennifer	23.85	Wilson	Nicole	22.38
Knapp	Jordan	20.17	Winchell	Kevin	27.76
Koepp	Debbie	20.70	Wirtz	Kasey	22.56
Krukow	Leslie	18.08	Witek	Kathryn	18.08
Lehman	Tammie	21.95	Zimmerman	Jeffrey	31.84

The following annual rates are effective July 1, 2022 and payable on July 08, 2022

Baldwin, Ardis	80,863.70
Cheek, James	80,863.70
Faisal, Latifah	87,459.00
Fitzgerald, Paul	159,656.00
Heddens, Lisa	87,459.00
Herridge, Stacie	95,102.00

Lennie, Nicholas	135,707.60
Martin, Lucinda	95,102.00
McDonald, Lori	80,836.70
Meals, Timothy	156,518.00
Meredith, Tiffany	133,040.30
Murken, Linda	87,459.00
Norris, Kevin	80,836.70
Rasmusson, Ted	95,102.00
Sykes, Rhonda	80,836.70

Dated this 14th day of June, 2022

Vice 
 Chairperson, Board of Supervisors

Attest: 
 County Auditor

ROLL CALL
 FOR ALLOWANCE

Latifah Faisal	Yea <u> </u>	Nay <u> </u>	Absent <u>✓</u>
Lisa Heddens	Yea <u>✓</u>	Nay <u> </u>	Absent <u> </u>
Linda Murken	Yea <u>✓</u>	Nay <u> </u>	Absent <u> </u>

ALLOWED BY VOTE OF BOARD Yea 2 Nay 0 Absent 1

vice  Above tabulation made by 
 CHAIRPERSON

Closure No. 22-46

Date June 7, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Maintenance in section 28 & 33 Washtington Twp on

270th Street will be closed between 520th Ave and 530th Ave

VICE
[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u> </u>	Nay	<u> </u>	Absent	<u>✓</u>
FOR ALLOWANCE	Lisa Heddens	Yea	<u>✓</u>	Nay	<u> </u>	Absent	<u> </u>
	Linda Murken	Yea	<u>✓</u>	Nay	<u> </u>	Absent	<u> </u>

ALLOWED BY VOTE OF THE BOARD
Yea 2 Nay 0 Absent 1

[Signature]
CHAIRPERSON
Above tabulation made by [Signature]

Closure No. 22-47

Date June 7, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 32 Palestine Twp on

340th Street is closed between 510th Ave and 520th Ave

Murdah

VICE Chair, Board of Supervisors

Attest: *[Signature]*

County Auditor

ROLL CALL	Latifah Faisal	Yea	<u> </u>	Nay	<u> </u>	Absent	<u>✓</u>
FOR ALLOWANCE	Lisa Heddens	Yea	<u>✓</u>	Nay	<u> </u>	Absent	<u> </u>
	Linda Murken	Yea	<u>✓</u>	Nay	<u> </u>	Absent	<u> </u>

ALLOWED BY VOTE OF THE BOARD
Yea 2 Nay 0 Absent 1

[Signature]

CHAIRPERSON

Above tabulation made by *[Signature]*

STORY COUNTY UTILITY PERMIT

Date 6/10/22

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 220th Ave., from West side of 580th Ave. to 58940 220th Street, a distance of 1 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows: Directional boring from West ROW line to East ROW line under 580th Ave; AND Directional boring, trenching & excavating along the South side of 220th Street for ROW Occupancy; installing an 8" PVC water main a minimum of 5 feet deep. See attached Plan Sheet Sections 4 & 5, Grant Twp.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 6-9-2022

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)

Gayla E. Hannagan
by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 6-10-22

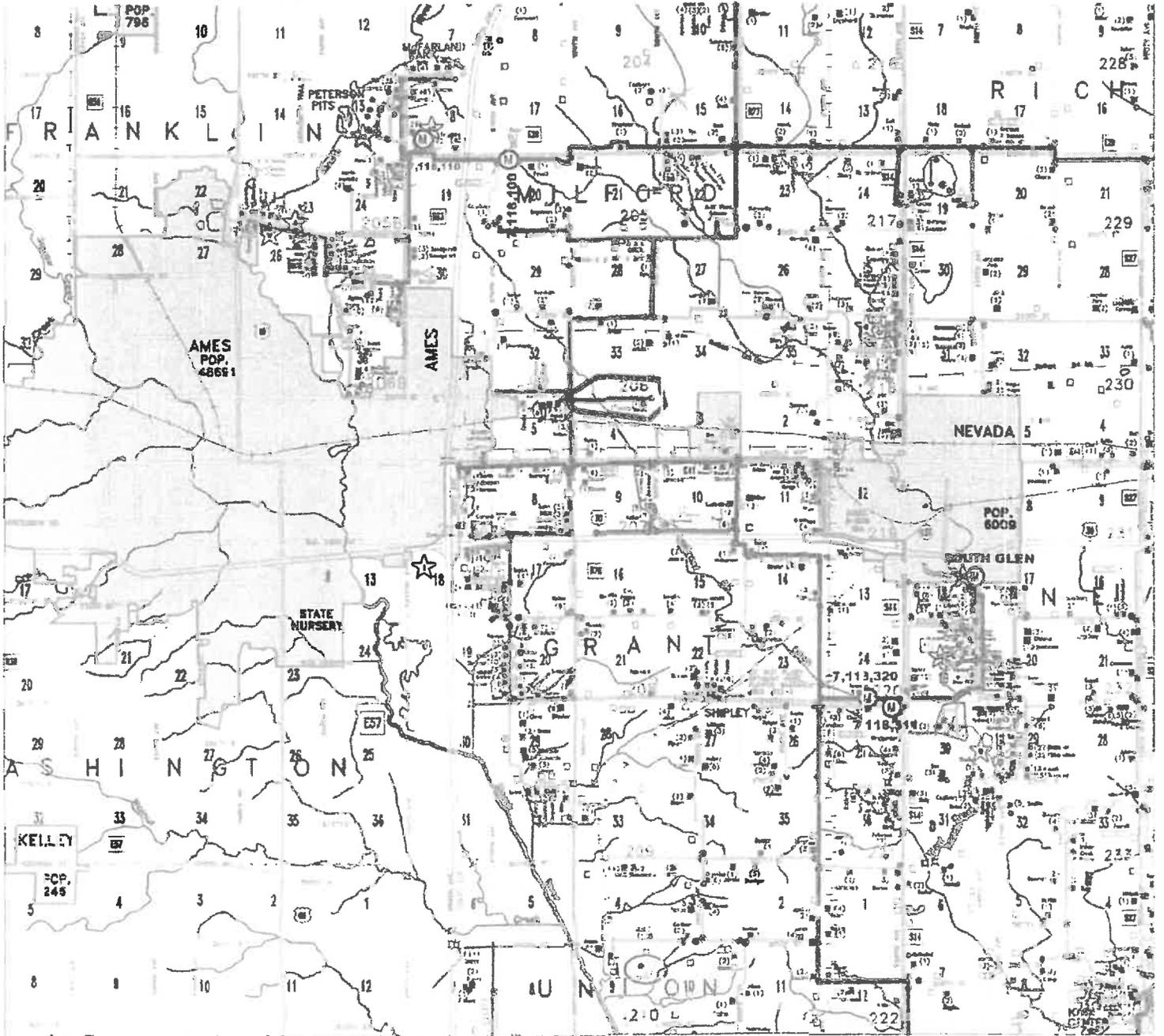
[Signature]
County Engineer Phone no. 515-382-7355

Approved:

Date 6-14-22

[Signature]
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



SHEET L-85 PARTIA.
 THIS MAP IS BASED ON IOWA DOT COUNTY HIGHWAY MAPS.
 REVISED BY
 DRAWN BY GAK

OWA REGIONAL UTILITIES ASSOCIATION
 1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254
 (641) 792-7011

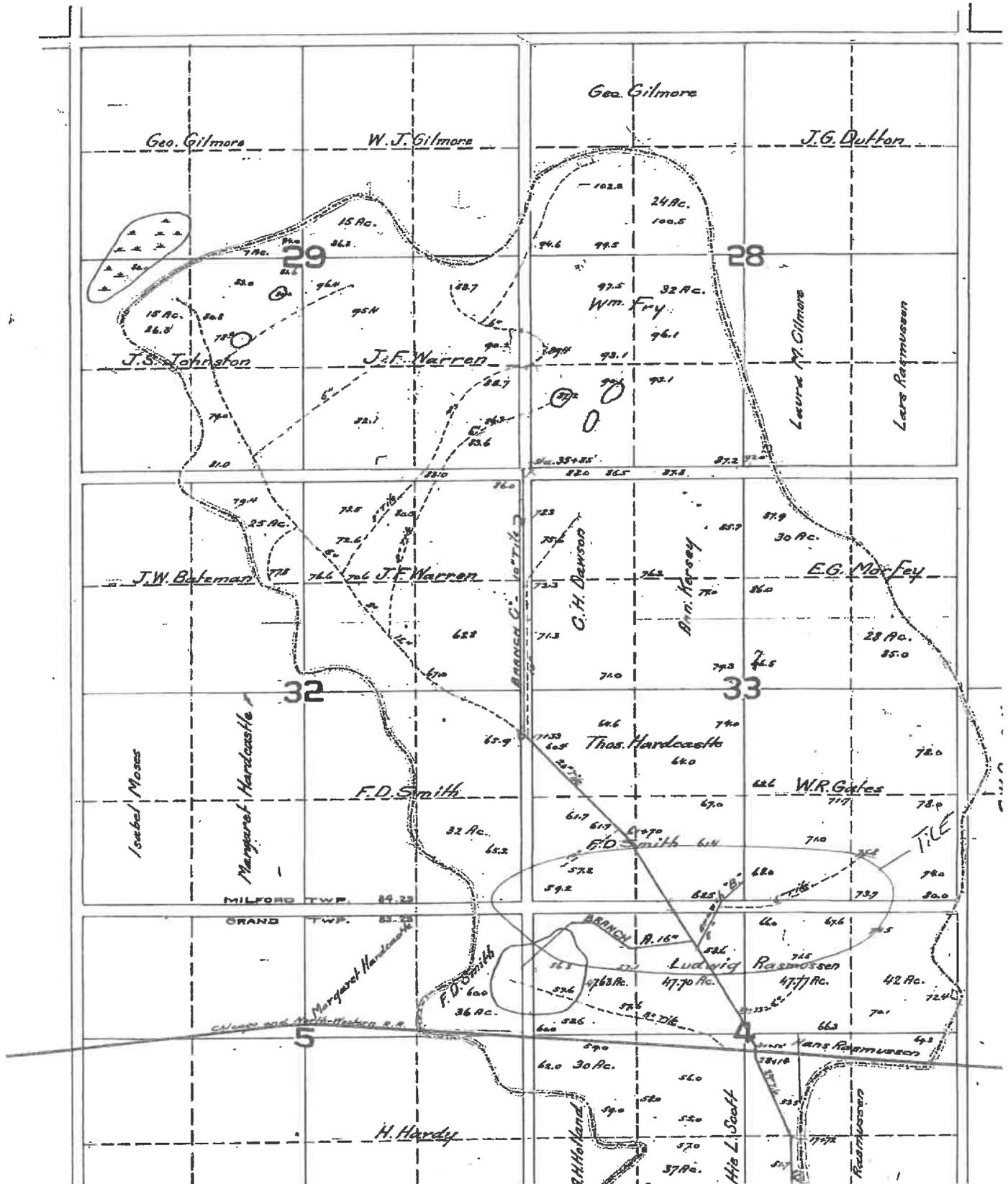
STORY COUNTY



(Part of Grant #5.)

DRAINAGE DISTRICT NO. 62

GRANT TOWNSHIP





Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Russ DeWall, Operations Supervisor
Date: June 14, 2022
Re: Consideration of Change Order for Campgrounds Camping Pads at Dakins Lake for \$8,120.00 from Hall Backhoe and Trenching (Unbudgeted)

The attached Change Order modifies the contract with Hall Backhoe and Trenching for addition of gravel camping pads at Dakins Lake East campground. The additional materials and labor (\$8,120.00) were not included in the original contract.

Due to miscommunication on procedure, this additional work has been completed.

Funds for this contract including this Change Order will come from the current FY22 budget.

The Story County Conservation Board recommends your approval.



Approval

Disapproval

6-14-22

Date

Date

Change Order

Project #: Dakins Lake Campground Layout

Contractor: Hall Backhoe and Trenching
110 Progressive Ave
POB 1
Roland, IA 50236

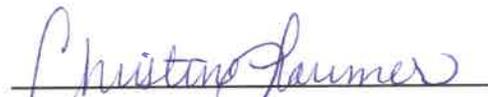
Original Contract amount: \$47,689.92

Change requested: \$ 8,120.00

Total contract: \$55,809.92

Description of Change:

Additional gravel and labor to add camping pad bump out for fire pits and picnic tables on eight camping sites.



Conservation Board Chair

6/13/22

Date



Director

6/13/22

Date



Board of Supervisors Chair

6-14-22

Date



**STORY COUNTY
CONSERVATION**

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Jacob Smith, Operations Supervisor
Date: June 14, 2022
Re: Consideration of Change Order for Tile Repairs at Hickory Grove Park for \$22,390.00 from Dan Moody Excavating (Unbudgeted)

The attached Change Order modifies the contract with Moody Excavating for tile facility repair at Hickory Grove Park. The additional repairs (\$22,390.00) were found to be necessary after further failed infrastructure was found. This Change Order is for materials and excavation work in the South Game area, which had many old dilapidated tile lines running together to a damaged structure and a blown-out berm. These failures prevented drainage from the surrounding area. This drainage system has had numerous repairs over the years and the tile structures were patched together with several types and variously sized materials, leading to its current state.

Due to miscommunication on procedure, this additional work has been completed.

Funds for this contract including this Change Order will come from the current FY22 budget.

The Story County Conservation Board recommends your approval.


Approval

Disapproval

6-14-22
Date

Date

Change Order

Project #: 2022-4/1

Contractor: Moody Excavating
33253 663rd Ave
Maxwell, IA 50161

Original Contract amount: \$10,110.00

Change requested: \$22,390.00

Total contract: \$32,500.00

Description of Change:

Tile drainage infrastructure was found to be deteriorated beyond originally known extents. Additional 36", 12" and 4" pipe, fittings, and labor are required.



Conservation Board Chair

6/13/22

Date



Board of Supervisors Chair

6-14-22

Date



Director

6/13/22

Date



Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyiaowa.gov

6/9/2022

Information Technology Quarterly Report

June 14, 2022

Current Projects

1. Website Training – CivicPlus will be providing 1 day of training on June 16, 2022. I've asked for ideas and topic requests from Story County users, but there are several new employees supporting their department pages who want to be shown the basic steps in managing their page. If anyone has specific questions, I would be more than happy to pass those along to the trainer.
2. Internet Explorer is going away. Microsoft has retired this application in June 2022. IT has been removing the familiar blue "IE" from work stations gradually. The next release from Microsoft removes it as well, but it has caused problems for a few users. IT has created a fix for this and it has worked well so far. There are several older programs that still use this program. In order to prevent them from crashing, IT has separated them into separate groups.
3. Continue to work on daily tickets and phone calls. I've provided you with a chart to show how some of that time has been allocated.
4. Website hits – we are exploring a new process to report website hits. The current "piwik" program is somewhat light duty and only shows the previous two weeks. CivicPlus has recommended Google Analytics and we plan to use this for future reporting.



Department of Information Technology
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Projects completed in last quarter:

1. Managed Print Solution – all printers installed and networked. Waiting on back-order of two print trays for Sheriff's Office
2. Paging systems installs at HSC and Administration buildings completed.
3. Website Refresh – website refresh completed.
4. Network Administrator position filled internally. We decided this was a good time to review the job description to fit our current needs by modifying the duties and changing the title to "Network Technician". We had 2 internal applicants and 3 external applicants. Clint Myer was awarded the position.
5. An opening has been posted for Computer Support Analyst. We have had a couple of applicants so far.
6. FBI Audit completed. Story County did well, a final report is pending.

Upcoming Projects:

1. Board room audio/visual update. We are receiving parts as they become available. Many are still on back-order. The goal is to improve the remote viewing experience for people wanting to attend meetings remotely and to also improve the recordings and voice capabilities of our current system.
2. Community Services/CIOS Migration – many IT-related tasks being performed relating to the move. This includes assisting with office moves, phone tree edits, phone moves, network options, voicemail changes, login scripts, and printer installation. Computers will be turned into IT on June 30 for wiping and replacement. A separate switch will be installed on Monday to segregate the CIOS phones from Story County phones.
3. Courtroom renovations at the Justice Center to improve County Attorney evidence Presentations.

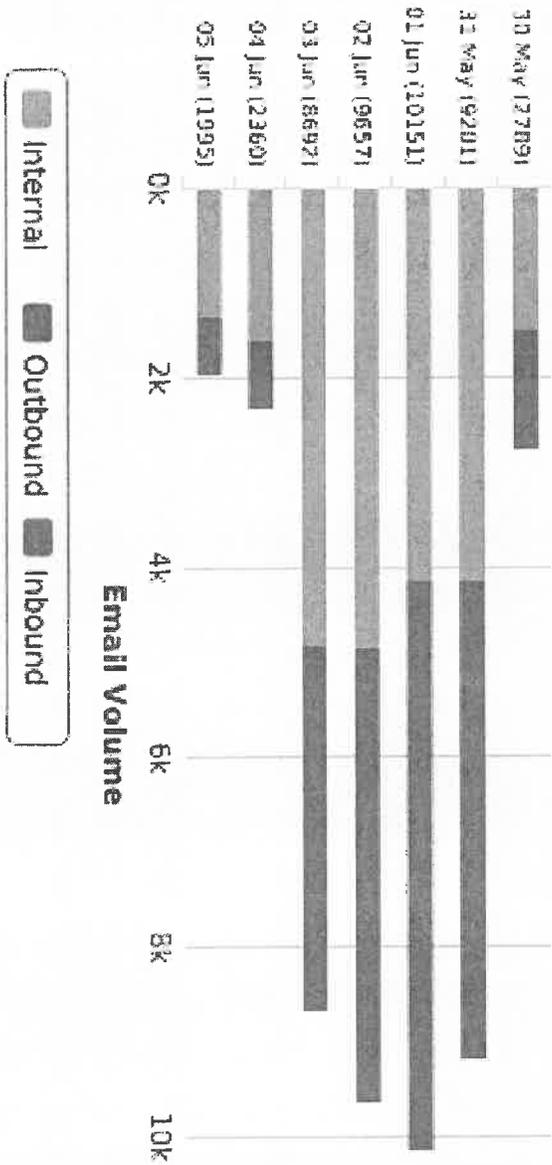


Department of Information Technology
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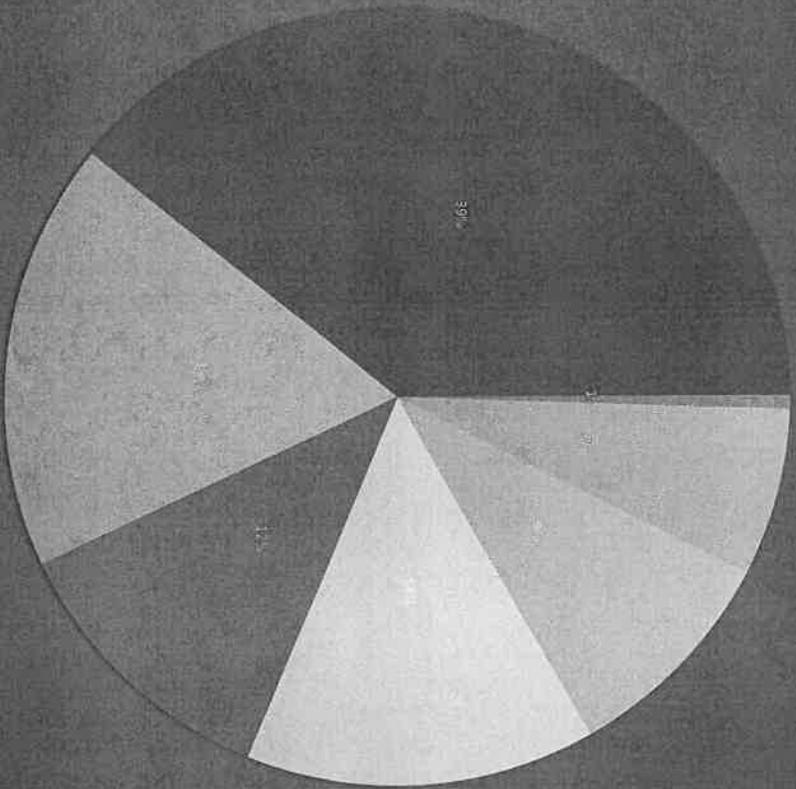
4. Paging Policy – IT will be forming a group to create a paging policy to be presented at the Story County Fall Safety Day program.
5. County-wide desk phone replacement. We budgeted about \$90,000 to cover this cost. There will be considerable preparation in order to make this swap. We've also budgeted for several switch replacements as they are approaching end-of-life. We may combine these projects to make the change-over more efficient.

Email Volume by Day

Total Email Count: 44845



Closed Service Requests %



- Accounting
- Network
- Account Management
- Phone System
- Requests
- Hardware
- Software

Closed Service Requests %

