Pat Kane

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Prepared by Rick Ramsay, 1305 E. Walnut, Des Moines, IA 50319, (515) 281-8330

AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E
FOR THE DELIVERY OF SERVICES

WHEREAS: The State of Iowa wishes to assure access to a service delivery system to those in need of and eligible for mental health, mental retardation and developmental disabilities services;

WHEREAS: The Counties are required under Iowa law to develop a County Management Plan describing how the County plans to deliver services for the mentally ill, mentally retarded and developmentally disabled;

WHEREAS: The Counties as part of the individual County Management Plans are required to contract with service providers for services;

WHEREAS: The State of Iowa wishes to aid the Iowa Counties in developing a service delivery system to those in need of and eligible for mental health, mental retardation and developmental disabilities services within funds and staff resources currently available to the Department of Human Services;

WHEREAS: The Iowa Counties seek the aid and services of the State of Iowa in developing a service delivery system to those in need of and eligible for mental health, mental retardation and developmental disabilities services;

WHEREAS: The Iowa Counties are in need of the services of the State of Iowa in developing contractual agreements with providers of services to those in need of and eligible for mental health, mental retardation and developmental disabilities services;

WHEREAS: The Iowa Counties desire to enter into an Agreement between the State of Iowa and the particular County:

AND

WHEREAS: This Agreement is entered into freely and willingly between the County and the State of Iowa;

The parties hereby agree and covenant pursuant to Iowa Code chapter 28E that:

1) The Iowa Department of Human Services will negotiate contracts between the State of Iowa and providers of services for the mentally ill, mentally retarded and developmentally disabled for clients who are eligible for services pursuant to the approved County management plan of the County signing this Agreement.

2) The Iowa Department of Human Services will negotiate the contracts between the State of Iowa and providers of services for the mentally ill, mentally retarded and developmentally disabled for clients who are eligible for services pursuant to the approved County management plan of the County signing this Agreement based on the

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premise that the County signing this Agreement is a third party beneficiary pursuant to Iowa law.

3) The Iowa Department of Human Services, in negotiating the contracts between the State of Iowa and providers of services for the mentally ill, mentally retarded and developmentally disabled for clients who are eligible for services pursuant to the approved County management plan of the County signing this Agreement, will inform the provider that any contract between the State of Iowa and the provider is being entered into in part or in whole for the benefit of the County.

4) In negotiating contracts between providers of services for the mentally ill, mentally retarded, and developmentally disabled, the State of Iowa will establish the contracts based on current Iowa Administrative Rules which include current administrative rule definitions of services for adults.

5) In negotiating contracts between providers of services for the mentally ill, mentally retarded and developmentally disabled, the State of Iowa will negotiate provisions within the contract which require client eligibility to be based on the County Management Plan of the County signing this Agreement.

6) In order that providers of services for the mentally ill, mentally retarded and developmentally disabled will understand the County Management Plan's definition of eligibility, the County signing this Agreement agrees to provide adequate education and training to providers under contract with the State of Iowa in order to ensure that providers understand the eligibility requirements of the particular County Management Plan. The Central Point of Coordination established pursuant to the County Management Plan shall establish eligibility of persons in need of and eligible for mental heath, mental retardation and developmental disabilities services from providers under contract with the State of Iowa pursuant to this 28E Agreement.

7) In negotiating contracts with providers, the State of Iowa will ensure that there are sufficient provisions in the contract to address the following functions:

   a) Contract Administration, which shall include provisions relating to contract management; contract amendment; contract renewal; and contract termination;

   b) Conditions of Participation which shall include provisions relating to licensure; signed contract; civil rights laws; Title VI compliance; Section 504 compliance; affirmative action; abuse reporting; confidentiality; client appeals and grievance; services provided; client reports (client records); financial and statistical records; reports on financial and statistical records; maintenance of client records; provider charges; special-purpose organization; certification by Public Transit Division; indemnity; insurance; and renegotiations;

   c) Conditions concerning financial and statistical reporting; accounting procedures; failure to maintain records; submission of reports; rate

modification; payment of new rate; exceptions to costs; census data; opinion of accountant; and revenues;

d) Client eligibility and referral; client fees; billing procedures; reviews of Departmental and County actions; and review of financial & statistical reports.

8) Once a contract between the provider of services to the mentally retarded, mentally ill, and developmentally disabled and the State of Iowa has been agreed upon, it will be signed by the Provider and the party designated by Administrative Rule to sign on behalf of the Department of Human Services.

9) By signing this 28E Agreement, the undersigned County agrees that it shall be bound by the terms and conditions of this 28E Agreement and the contract negotiated between the State of Iowa and the Provider of services for the mentally ill, mentally retarded, and developmentally disabled.

10) By signing this 28E Agreement, the undersigned County agrees that it shall be responsible for provider reimbursement for services rendered to clients pursuant to the approved County management plan and this Agreement.

11) By signing this 28E Agreement, the undersigned parties to this Agreement acknowledge responsibility for their respective duties, which include but need not be limited to those specified below:

The County shall be responsible for:

- determination of client eligibility and referral of the client for services
- monitoring services to the individual clients referred by the County to ensure that the services are provided in accordance with the provider service plan
- determination that the provider maintains documentation to support the claims for services rendered, as determined necessary by the County
- reimbursement of providers for services rendered
- establishment of rates, if the County has selected the option for the County rather than the State of Iowa to establish rates

The Department shall be responsible for:

- administration of provider contracts, which shall include contract management, contract amendments, and contract termination
- monitoring compliance with the conditions of participation set forth in the provider contract, which may include monitoring of provisions relating to licensure; civil rights; Title VI compliance; Section 504 compliance; affirmative action; abuse reporting; confidentiality; policies and procedures for client appeals and grievances; services provided in accordance with the applicable rules regarding local purchase found in 441 IAC 153.35 as well as other rules found in the Iowa Administrative Code for the particular service and the description of the service as set forth in the provider contract; client records and reports; financial and statistical records; financial and statistical reports, if the rate is to be determined by the Department; provider charges;

special-purpose organizations; certification by the Public Transit Division; and indemnity and insurance

- establishment of rates, if the County has selected the option for the State of Iowa rather than the County to establish rates

12) By signing this 28E Agreement, the undersigned parties agree that the terms and conditions of this Agreement will not cause the Department of Human Services to increase the total number of contracts for local purchased services or the level of monitoring of compliance with the conditions of participation pursuant to administrative rules beyond the level carried out by the Department of Human Services for State Fiscal Year 1997. If a County requests the Department of Human Services to contract with a provider with which the Department is not currently contracting on behalf of any County, the Department will make an assessment, in good faith, of the impact the negotiation of the contract would have on fiscal and staff resources and whether the Department has adequate fiscal and staff resources to negotiate and monitor the contract. If the Department makes the determination that there are not adequate resources, the Department will coordinate with the County to identify reasonable alternatives.

13) The State will negotiate a provision within the provider contract allowing either the State of Iowa or the County paying for services provided by the provider to assure that the services billed for by the provider are proper and accurate. The County shall be responsible for verification that services billed were provided and the provider shall cooperate with the County in providing information necessary for such responsibility.

14) The State of Iowa will negotiate a provision within the contract between the provider and State, which addresses whether the State of Iowa will be responsible for negotiating rates for services provided under the contract or whether that responsibility lies with the County. Attached hereto and incorporated herewith is Attachment A which identifies the providers to which this Agreement applies and decisions regarding who has the responsibility for establishing rates for the services delivered.

15) The County agrees that all appeals regarding consumer services shall be heard and decided pursuant to the County's County Management Plan. The State of Iowa agrees that it shall require the provider to be bound by the appeals and grievance procedure found in the County management plan. In the event that the County establishes rates to be paid to the providers, the parties agree that the provider shall be bound by the appeals and grievance procedure found in the County Management Plan and shall have no appeal rights pursuant to the Department of Human Services' rules and regulations regarding the establishment of rates.

16) The County agrees that the provider shall be responsible for reports required by law.

17) By signing this 28E Agreement the undersigned parties agree:

The County shall indemnify, defend, and hold the State of Iowa harmless from any and all claims, actions, damages, liabilities, costs and expenses including

reasonable attorney's fees and expenses, arising out of the death, bodily injury or damage to property of any person, as a result of the County's negligence, receiving services from a provider under agreement with the State of Iowa to deliver services to a person, enrollee, agent, employee, business invitee or business visitor of the of the party under contract with the Department.

The state shall indemnify, defend, and hold the County harmless from any and all claims, actions, damages, liabilities, costs and expenses including reasonable attorney's fees and expenses, arising out of the death, bodily injury or damage to property of any person, as a result of the State's negligence, receiving services from a provider under agreement with the State of Iowa to deliver services to a person, enrollee, agent, employee, business invitee or business visitor of the party under contract with the Department.

18) If a County has a question or concern about an action taken by the Department of Human Services, the County may submit to the Department a written description of the issue and the resolution being sought. The Department will have 15 working days from receipt to provide a written response unless extended by mutual agreement of the parties. If the situation is not resolved to the satisfaction of the County, the County may ask for reconsideration of the Department's position whereby the parties agree to meet in good faith and attempt to resolve the conflict. The parties expressly agree that this Agreement shall not be subject to arbitration or mediation unless both parties mutually agree. In the event that the parties cannot reach a resolution to the conflict between the parties, either party may terminate this Agreement in accordance with the provisions of this Agreement.

The parties hereby agree that IAC 441, Chapter 7 is not applicable to this Agreement.

19) This Agreement may be terminated upon 90 days written notice by either party. Termination may occur for any reason. The 90-day notice may be waived by mutual agreement of the parties to this 28E Agreement.

20) Upon termination of this Agreement, the parties agree that any property, real or otherwise, shall become the property of the party with physical custody of such property. In the event that intellectual property is developed as a result of this Agreement, the party developing such property shall retain ownership thereof upon the termination of this Agreement.

21) The parties agree that each party shall be responsible for establishing and maintaining any budget which may be necessary as a result of this Agreement.

22) The parties agree that upon execution of this Agreement, the Department of Human Services shall appoint an Administrator who shall be responsible for the day to day administration of this Agreement.

23) This Agreement shall not be subject to amendment. If, however, a County wishes to make a change to the providers with whom the Department is contracting on the County's

behalf, the County shall notify the Department, in writing of the desired change. Any changes shall be made in accordance with Paragraph 12 of this Agreement.

24) By signing this 28E Agreement, the undersigned parties acknowledge that this 28E Agreement shall not be assigned unless mutually agreed upon by both parties.

25) The term of this Agreement shall be for one year commencing on July 1, 1997 and terminating on June 30, 1998. This Agreement may be renewed upon mutual agreement of both parties.

Signature Pages To Follow

STATE OF IOWA acting by and
through the IOWA DEPARTMENT
OF HUMAN SERVICES

By C. M. Palmer

Name Charles M. Palmer

Title: Director, Iowa Department Human Services
5th Floor Hoover State
Office Building
Des Moines, Iowa 50319

APPROVED AS TO FORM:

OFFICE OF THE IOWA
ATTORNEY GENERAL

By Diane Stader
Assistant Attorney General

Dated: 7/8/97

STATE OF IOWA }
} ss:
COUNTY OF POLK }

On this 9th day of July, 1997, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles M. Palmer to me personally known, and, who, being by me duly sworn, did say the he is the Director of the Department of Human Services, and that the instrument was signed on behalf of the Department of Human Services, an Agency of the State of Iowa, and that the Director acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Department of Human Services, an Agency of the State of Iowa.

Trudy Crawford
Notary Public in the State of Iowa
Trudy Crawford

Delaware County, Iowa

Jerome E. Besler
Chairperson, Board of Supervisors
Jerome E. Besler

Attest: Sharon McCrabb
Delaware County Auditor
Sharon McCrabb

State of Iowa }
} ss:
County of Delaware }

On this 9 day of June, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared Jerome E. Besler and Sharon McCrabb, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Delaware County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Delaware County, Iowa, by authority of its Board of Supervisors and pursuant to Resolution Number _____ of said Board; and that said Jerome E. Besler and Sharon McCrabb, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Carolyn A. Wilson
Notary Public In and For Said
County and State of Iowa
12-17-98
Carolyn A. Wilson