Dei. Co. Auditor

DELAWARE COUNTY IOWA
FILED
1999 JUL 28 AM 8:50
BERNADETTE DEERY
DELAWARE COUNTY AUDITOR

1999 2436
NTC

This instrument was prepared by David Vestal, 701 E. Court Ave., Suite A, Des Moines, IA 50309, (515) 244-7181

COUNTY CASE MANAGEMENT SERVICES

R-E-V-I-S-E-D A-G-R-E-E-M-E-N-T

WHEREAS, Iowa Counties desire to provide case management services; and

WHEREAS, certain Iowa Counties desire to cooperate for the purpose of providing technical assistance and training regarding case management, and other similar services that would be more efficient and economical if provided jointly rather than individually; and

WHEREAS, each County is a public agency within the meaning of Iowa Code Chapter 28E (1999), and the Iowa State Association of Counties (hereinafter "ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (1999); and

WHEREAS, this Agreement has not been updated since 1991;

THEREFORE, ISAC and the undersigned Counties enter into this revised Agreement for the provision of county case management services under the following terms and conditions:

1. **CREATION.** The undersigned Counties, each having previously adopted this Agreement in its original form by resolution of its Board of Supervisors, and ISAC, having previously adopted this Agreement in its original form by vote of its Board of Directors, have joined together to form and create the separate legal entity under Iowa Code Chapter 28E (1999), known as COUNTY CASE MANAGEMENT SERVICES. This entity shall have the power, privileges, and authority as hereinafter set forth in this revised Agreement.

2. **DURATION.** This revised Agreement shall become effective at such time as the undersigned counties and ISAC execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8(1999). Copies of the filed and recorded Agreement shall be provided to ISAC, member Counties and COUNTY CASE MANAGEMENT SERVICES. The operations of COUNTY CASE MANAGEMENT SERVICES shall be perpetual unless COUNTY CASE MANAGEMENT SERVICES is abolished by a unanimous vote of the full COUNTY CASE MANAGEMENT SERVICES Board of Directors.

3. ADDITIONAL MEMBERSHIP. After this Agreement becomes effective, any Iowa county that is a member of ISAC may become party to this Agreement and gain membership in COUNTY CASE MANAGEMENT SERVICES by adoption of this Agreement, as it may have been amended, by resolution of its Board of Supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (1999), with a copy of the filed and recorded Agreement to be provided to ISAC, the member County and COUNTY CASE MANAGEMENT SERVICES. Each new member County shall pay a six hundred dollar ($600) entry fee.

Enhanced training and technical assistance for new member counties shall be made available at a cost to be determined by COUNTY CASE MANAGEMENT SERVICES.

4. WITHDRAWAL. Any County, by resolution, or ISAC, by vote of its Board of Directors, may withdraw from COUNTY CASE MANAGEMENT SERVICES by giving written notice to the Board of Directors of COUNTY CASE MANAGEMENT SERVICES no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing County of the obligation to pay its share of the expenses of COUNTY CASE MANAGEMENT SERVICES for the duration of the fiscal year in which the notification of withdrawal occurs. Services of COUNTY CASE MANAGEMENT SERVICES shall continue to be provided to the withdrawing County until the date of withdrawal.

5. ORGANIZATION. COUNTY CASE MANAGEMENT SERVICES shall be under the direction and control of a Board of Directors consisting of eleven (11) members. One (1) board member shall be selected by and from the ISAC Board of Directors. This board member shall serve until the ISAC Board of Directors selects a replacement. The remaining ten (10) board members shall be county supervisors from counties that are members of COUNTY CASE MANAGEMENT SERVICES.

6. SELECTION OF BOARD MEMBERS. COUNTY CASE MANAGEMENT SERVICES Board of Directors vacancies shall be filled by the ISAC Board of Directors based on recommendations submitted by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Geographical location and gender shall be considered in making board selections. No county shall have more than one (1) board member of the ten (10) board members selected by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

7. BOARD COMPOSITION. The Board of Directors of COUNTY CASE MANAGEMENT SERVICES shall be composed as follows: four (4) directors from the counties having the largest one-third in terms of participating case management clients (hereinafter "Level A"); three (3) directors from the counties having the middle one-third in terms of participating case management clients (hereinafter "Level B") ; and three (3) directors from the counties having the smallest one-third in terms of participating case management clients (hereinafter "Level C"). If the total number of participating counties is not divisible by three (3), COUNTY CASE MANAGEMENT SERVICES shall make the levels as equal as possible in terms of number of counties. The number of participating case management clients for each county will be

determined by COUNTY CASE MANAGEMENT SERVICES on the first day of each fiscal year. Fiscal years shall run from July 1 to June 30. Any change in the number of participating case management clients made during a fiscal year will be reflected in board representation commencing with the next ensuing fiscal year. Each appointment shall be for a period of three (3) years. Board members shall serve without compensation, except for reasonable expenses as determined by the Board of Directors.

8. CCMS POWERS. COUNTY CASE MANAGEMENT SERVICES shall have the power to contract with ISAC or any other public or private agency to provide the following services, as determined by the Board of Directors, to each member County:

(a) Reviews of policies and procedures required of a case management provider;

(b) Reviews of rate development to assure that counties are recouping all allowable direct or indirect costs;

(c) Reviews of Office of Management and Budget Circular A-87 compliance;

(d) Reviews of County compliance with Health Care and Finance Administration (HCFA) cost allowability requirements that exceed OMB A-87 requirements;

(e) Additional financial reviews of operations to assure proper documentation and cost allocation for allowable expenses;

(f) Operational reviews for compliance with Chapter 24 of the Iowa Administrative Code. Member Counties shall release personal identifying information essential for operational review to County Case Management Services in accordance with existing federal and state laws and regulations. COUNTY CASE MANAGEMENT SERVICES recognizes the confidentiality of this information, and will not disclose any information that personally identifies the consumer. When such information is released to COUNTY CASE MANAGEMENT SERVICES, a note shall be entered in the consumer's record and the consumer shall be notified of the release;

(g) Reviews of operations for efficiency and effectiveness;

(h) Trouble shooting and mediation on behalf of counties with specific problems between UNYSIS, HCFA and/or the State of Iowa;

(i) Audit defense services should a disallowance be threatened;

(j) Advocacy services for counties through attendance at Enhanced Services Oversight Committee, MH/MR/DD Commission, Council on Human Services, and Administrative Rules Committee meetings when appropriate;

(k) Reports to ISAC regarding the provision of case management services;

(l) Training seminars in a variety of areas depending on interest and need; and

(m) Any other services as determined by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

9. POWERS OF CCMS BOARD. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall have each and all of the following powers:

(a) To organize itself at its June meeting every year for the following fiscal year and elect a Chair, Vice Chair and Second Vice Chair for the next ensuing one (1) year;

(b) To adopt reasonable rules for the conduct of its meetings, including times for regular meetings, provisions for calling special meetings, notification of meetings, by-laws and all other matters necessary for the orderly and efficient conduct of its business. A majority of board members shall constitute a quorum at any meeting for the transaction of business. *Robert's Rules of Order* (1970) shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board of Directors;

(c) To ascertain the case management needs of members counties;

(d) To contract with any public or private agency to provide all necessary services;

(e) To purchase and maintain all equipment, vehicles, supplies and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement;

(f) To rent, lease or contract with any public or private entity for the use of tangible personal property, real estate or other services reasonably necessary to fulfill the purposes of this Agreement;

(g) To establish a system of accounting and budgeting;

(h) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and

(i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

10. BUDGET. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of COUNTY CASE MANAGEMENT SERVICES for the next fiscal year. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall make a copy of its budget available to each member County and to the ISAC Board of Directors. The COUNTY CASE MANAGEMENT SERVICES Board of Directors may amend the budget during the fiscal year. The accounts of COUNTY CASE MANAGEMENT SERVICES shall be audited and verified by a certified public accountant within one hundred fifty (150) days of each fiscal year and a copy thereof provided to each member of the COUNTY CASE MANAGEMENT SERVICES Board of Directors and

the Auditor of the State of Iowa. Additional fiscal information shall be provided to member Counties as requested.

11. FUNDING. COUNTY CASE MANAGEMENT SERVICES shall provide the services referred to in this Agreement to each member County. The costs to Counties for these services shall be determined by COUNTY CASE MANAGEMENT SERVICES on an annual basis, using guidelines developed by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Member Counties shall be billed on a monthly basis. Member Counties that are the Medicaid enrollee shall each be charged for all the Title XIX clients for which the county's case management services are provided internally. Member Counties that are the Medicaid enrollee may exclude from COUNTY CASE MANAGEMENT SERVICES Title XIX clients that are under subcontract with a private provider. If member counties exclude subcontracted clients, subcontractors and their employees shall not be eligible to receive technical or educational services through COUNTY CASE MANAGEMENT SERVICES.

12. AMENDMENTS. This Agreement may be amended by resolution of the Board of Directors of COUNTY CASE MANAGEMENT SERVICES by first adopting such amendment and then submitting it to the individual member Counties and ISAC. A separate explanation of the reasons for the amendment shall be included. Each County desiring to vote upon the amendment shall do so by resolution and return to COUNTY CASE MANAGEMENT SERVICES a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. The ISAC Board of Directors may vote upon the amendment and return to COUNTY CASE MANAGEMENT SERVICES a notarized letter from the ISAC President, stating ISAC Board of Directors' vote within thirty (30) days of the date that the ISAC Board of Directors received a copy of the proposed amendment. If the ISAC Board of Directors does not vote upon the amendment within this time, it shall be considered to have approved the amendment. If the amendment receives a majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (1999).

13. NON-LIABILITY. ISAC and individual Counties shall not be liable for any acts, deeds, resolutions or other actions of COUNTY CASE MANAGEMENT SERVICES. Each individual County, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES.

14. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any County and neither this Agreement nor any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency may be the basis of a

claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any County.

15. DISPOSITION OF ASSETS. In the event this Agreement is terminated and COUNTY CASE MANAGEMENT SERVICES is abolished, all property of COUNTY CASE MANAGEMENT SERVICES shall be delivered, assigned and conveyed to ISAC, after payment of all just debts, obligations and liabilities of COUNTY CASE MANAGEMENT SERVICES.

16. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT.

COUNTY CASE MANAGEMENT SERVICES AGREEMENT

IOWA STATE ASSOCIATION OF COUNTIES

William R. Peterson Date 7/14/99
William R. Peterson
ISAC Executive Director

STATE OF IOWA)
) ss
COUNTY OF Polk)

I, William R. Peterson, being first duly sworn on oath depose and state that I am the executive director of the Iowa State Association of Counties (ISAC), and that I executed the foregoing instrument as executive director of the private, nonprofit corporation and that the statements contained therein are true.

NO SEAL

William R. Peterson
William R. Peterson
ISAC Executive Director

Subscribed and sworn to before me this 14 day of July, 1999.

Jerri Noboa
Jerri Noboa
Notary Public in the State of Iowa

COUNTY CASE MANAGEMENT SERVICES AGREEMENT

Delaware County, Iowa

G Eldon Koeneke 7-26-99

Signature G. Eldon Koeneke Date

Chairperson Delaware County Board of Supervisors

(SEAL)

ATTEST:

Sharon McCrabb

County Auditor Sharon McCrabb

STATE OF IOWA)
) ss
COUNTY OF DELAWARE)

On this 26th day of July, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared G. Eldon Koeneke and Sharon McCrabb, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of Delaware County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said G. Eldon Koeneke and Sharon McCrabb as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of Delaware County by it and by them voluntarily executed.

(seal)

Pat Becker

Notary Public in and for the State of Iowa