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County Rate Information System (CRIS)
28E Agreement

THIS AGREEMENT (the "Agreement"), entered into this 16th day of April, 2001, is by and between the undersigned counties (the "Participant Counties") and Iowa State Association of Counties ("ISAC").

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

- Participant Counties are governmental entities, governed by the Board of Supervisors and are public agencies within the meaning of Iowa Code Chapter 28E (2001).

- ISAC is a private agency within the meaning of Iowa Code Chapter 28E (2001).

- Participant Counties, each having formally adopted this Agreement by resolution of its Board of Supervisors, and ISAC, by vote of its Board of Directors, do hereby join together to form and create the separate legal entity, to be known as County Rate Information System (CRIS). CRIS shall be considered a public body corporate and politic and separate legal entity CRIS shall have the power, privileges and authority as set forth below.

IN CONSIDERATION of the premises and promises contained herein, it is mutually agreed by and between Participant Counties and ISAC as follows:

SECTION 1
Definitions

Central Point of Coordination (CPC): County staff hired to oversee and maintain the single entry point process as established in Iowa Code section 331.440 (2001).

Covered MH/DD Providers: Providers of mental health and developmental disability services in which a Participant Host County submits information to the consulting firm in order to establish a rate for that provider.

ISAC Board of Directors: Board created pursuant to Articles of Incorporation for the Iowa State Association of Counties.

Joining Fee: One (1) time fee paid by Participant Counties.

Membership Fee: Annual fee paid by all Participant Counties

Participant Host County: The county in which the primary offices of the MH/DD providers are located. However, if a provider operates a separate program in more than one county "Participant Host County" means the county in which the separate program is operated. Characteristics of a separate program include: (1) the provider establishes a separate cost center for the program; and/or (2) the provider owns or leases property in the county and staff deliver services from those locations.

Total MH/DD Expenditures: MH/DD Services Fund expenditures as reported on a GAAP basis to the Department of Management on Form F634-B (sheet 4 of 10) for the fiscal year ended twelve (12) months prior to the start of each fiscal year.

SECTION 2
Purposes of the Agreement

The purpose of this Agreement is to establish a rate setting methodology based upon actual cost, standardized service definitions, standardized units of service, uniform classification of cost and consistent reporting to enable Participant Counties to negotiate appropriate reimbursement rates with Covered MH/DD Providers. Further, this Agreement proposes to facilitate effective and efficient communication among Participant Counties and Covered MH/DD Providers by providing technical support and training. Finally, this Agreement will allow for the review of established rate setting methodology and the adjustment of policies and procedures.

SECTION 3
Board Creation, Selection and Composition

Section 3.1 Organization. CRIS shall be under the direction and control of a Board of Directors ("Board") consisting of eleven (11) directors. One (1) CRIS director shall be selected by and from the ISAC Board of Directors. This director shall serve until a replacement is selected by the ISAC Board of Directors. Seven (7) CRIS directors shall be county supervisors selected from Participant Counties. The remaining three (3) CRIS directors shall be county staff including CPCs or financial managers selected from Participant Counties.

Section 3.2 Selection of CRIS Board of Directors. The ISAC Board of Directors shall select the initial Board from nominations submitted by the Board of Supervisors from Participant Counties. Each subsequent Board vacancy shall be filled by the Board from a list of three (3) qualified nominees submitted by a subcommittee composed of three (3)

CRIS directors. Geographical location and gender shall be considered in making board selections.

Section 3.3 Board Composition. The Board shall be composed as follows. There shall be four (4) directors from Participant Counties having the largest one-third in terms of total MH/DD expenditures (hereinafter "Level A"). Of these four (4) directors in Level A, three (3) shall be county supervisors and one (1) shall be a county staff member. There shall be three (3) directors from Participant Counties having the middle one-third in terms of total MH/DD expenditures (hereinafter "Level B"). Of these three (3) directors, two (2) shall be county supervisors and one (1) shall be a county staff member. There shall be three (3) directors from Participant Counties having the smallest one-third in terms of MH/DD expenditures (hereinafter "Level C"). Of these three (3) directors, two (2) shall be county supervisors and one (1) shall be a county staff member. The levels shall be determined on the first day of each fiscal year in which a Board vacancy is created. Fiscal years shall run from July 1 to June 30. Initially, four (4) directors, composed of one (1) county supervisor and one (1) county staff member from Level A, one (1) county supervisor from Level B and one (1) county supervisor from Level C shall be appointed for a period to expire on June 30, 2002. Three (3) directors, one (1) county supervisor from Level A and one (1) county supervisor from Level C and one (1) county staff member from Level B shall be appointed for a period to expire on June 30, 2003. Finally, three (3) directors, one (1) county supervisor from Level A and one (1) county supervisor from Level B and one (1) county staff member from Level C shall be appointed for a period to expire on June 30, 2004. Thereafter, each appointment shall be for a period of three (3) years.

Section 3.4 Chair, Vice-Chair, Secretary and Treasurer. The Board shall organize itself and elect a Chair, Vice Chair, Secretary and Treasurer. Thereafter, to again organize itself at its first meeting the following July 1 of every year and elect a Chair, Vice Chair, Secretary and Treasurer for the next ensuing one (1) year.

Section 3.5 Compensation of Board. Directors shall serve without compensation, except for reasonable expenses as determined by the Board.

SECTION 4
Powers and Duties of the Board of Directors

Section 4.1 Adoption of Rules. The Board shall 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 directors shall constitute a quorum at any meeting for the transaction of business. A majority of directors shall be necessary for the Board to take action. Robert's Rules of Order shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board.

Section 4.2 Contracting for Services. The Board may contract with any public or private agency to provide all necessary services for Participant Counties.

Section 4.3 Purchases. The Board may purchase all equipment, vehicles, supplies and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement. In addition, the Board may 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.

Section 4.4 Professional Services. The Board shall retain legal counsel, accountants and other professional individuals needed to fulfill the purposes of this Agreement. In addition, the Board shall contract with a consulting firm to review and prepare reports, to provide training and to monitor compliance.

Section 4.5 Administrative Duties. The Board shall ensure the provision of administrative and fiscal supports and services.

Section 4.6 Additional Powers. The Board shall have the authority to accept, receive and expend funds to fulfill the purposes of this Agreement. Further, the Board shall exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

SECTION 5
Budget Preparation and Adoption

Section 5.1 Initial Year Budget Preparation and Adoption. During the initial year of this Agreement the Board shall prepare and adopt a budget for the operation of CRIS no later than September 1, 2001.

Section 5.2 Subsequent Years Budget Preparation and Adoption. During subsequent years of this Agreement the Board shall, prior to January 15 of each year, prepare and adopt a budget for the operation of CRIS for the next fiscal year. The Board shall cause a copy of its budget to be provided to each Participant County and to the ISAC Board of Directors within two (2) weeks of adoption. The Board may amend the budget during the fiscal year. The accounts of CRIS 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 Participant County, the ISAC Board of Directors and the Auditor of the State of Iowa.

SECTION 6
Participant County Costs

Section 6.1 Payment for Services. Participant Counties shall pay a membership fee sufficient to cover the cost of implementing this Agreement including but not limited to the cost of a consulting firm and the cost of staff support. Each Participant County will

be assessed a fixed fee of $500.00. The total of the fixed fees assessed shall be subtracted from the total budget adopted by the Board. The remaining balance shall be allocated to Participant Counties based upon each Participant Counties' total MH/DD expenditures as a percentage of the total MH/DD expenditures of all Participant Counties.

Section 6.2 Joining Fee. During the initial year of this Agreement each Participant County shall pay a $500.00 joining fee. This joining fee is required with the submission of this Agreement. Joining fees for subsequent years will be determined by the Board.

Section 6.3 Payment of Membership Fees. During the initial year of this Agreement the payment of membership fees shall be due on October 1, 2001. For subsequent years of this Agreement payment of membership fees shall be due on August 1 of each fiscal year.

SECTION 7
Participant County Responsibilities

Section 7.1 Participant Host County Responsibilities. Participant Host Counties shall require completion of an annual cost report form in accordance with instructions adopted by the Board as part of their contract with Covered MH/DD Providers. Further, Participant Host Counties shall provide the consulting firm with negotiated rates with Covered MH/DD Providers pursuant to timelines established by the Board.

Section 7.2 Acceptance of Rates. Participant Counties shall accept rates negotiated by Participant Host Counties with Covered MH/DD Providers.

Section 7.3 Timely Submission of Required Information. Participant Counties shall submit a copy of the Department of Management's forms F634B (sheet 4 of 10) reported on a GAAP basis to the Board by March 1 of each year this Agreement is in effect for the preceding fiscal year ended June 30. Participant Counties shall also provide other required information pursuant to timelines and on forms adopted by the Board.

SECTION 8
Disposition of Assets

Section 8.1 Cash and Cash Equivalents. In the event this Agreement is terminated and CRIS is abolished, cash and cash equivalents shall be apportioned among the Participant Counties based upon each Participant Counties' total MH/DD expenditures as a percentage of all Participant Counties' total MH/DD expenditures, after payment of all just debts, obligations and liabilities of CRIS.

Section 8.2 Other Property. In the event this Agreement is terminated and CRIS is abolished, all property of CRIS, except that described in *Section 8.1 Cash and Cash Equivalents,* shall be delivered, assigned and conveyed to ISAC, after payment of all just debts, obligations and liabilities of CRIS.

SECTION 9
Term and Termination

Section 9.1 Term. The initial term of this Agreement shall commence on the date first above written and expire on June 30, 2004 unless terminated earlier by all parties in accordance with this Agreement. Thereafter, this Agreement shall automatically renew every three (3) years unless terminated in accordance with this Agreement.

Section 9.2 Enrollment. Additional counties may choose to participate in this Agreement pursuant to rules and guidelines adopted by the Board.

Section 9.3 Termination of Agreement Without Cause. Any party may terminate this Agreement without cause upon written notice by December 1 of any year this Agreement is in effect. Termination received by December 1 of any year of this Agreement will be effective for the succeeding June 30th. Written notice of termination must be rendered to the Chair of the Board. Termination by individual Participant Counties will not affect the other Participant Counties' nor ISAC's rights and obligations under this Agreement.

SECTION 10
Other Terms and Conditions

Section 10.1 Amendment. This Agreement may be amended by resolution of the Board by first adopting such amendment and then submitting it to the individual Participant Counties. A separate explanation of the reasons for the amendment shall be included. Each Participant County desiring to vote upon the amendment shall do so by resolution and return to the Chair of the Board a certified copy of the resolution stating the Participant County's vote within thirty (30) days of the date the Participant 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. 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 (2001).

Section 10.2 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between Participant Counties and ISAC, and supersedes or replaces any prior agreements between Participant Counties and ISAC relating to its subject matter.

Section 10.3 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 10.4 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.

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

COUNTIES:

By: Bill Skinner

Print Name: Bill Skinner

Print Title: Chairperson

Date: 4-16-01

ISAC:

By: William R. Peterson

Print Name: William R. Peterson

Print Title: Executive Director

Date: September 12, 2001

RESOLUTION #_____

WHEREAS, Participant Counties desire to cooperate, one with another, for the purpose of establishing a state-wide rate setting methodology; and

WHEREAS, each County is a public agency within the meaning of Iowa Code Chapter 28E (2001) and the Iowa State Association of Counties ("ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (2001):

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF Delaware **COUNTY** that this County does hereby enter into the County Rate Information System 28E Agreement with the Iowa State Association of Counties and with other Counties, to form a separate legal entity known as County Rate Information System, to provide state-wide rate setting methodology, and the Chairperson of the Board of Supervisors is hereby empowered and directed to execute the County Rate Information System 28E Agreement on behalf of this County.

Bill Skinner
Chairperson, Board of Supervisors

Delaware
County

ATTEST: Marcia McCrabb
County Auditor

DATE: 4-16-01