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BOOK 2000 PAGE 6741

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BOOK 46 PAGE 417

2000 JUL -6 A 8:27

CAROL HOL. RECORDER
DALLAS COUNTY, IOWA

Instrument No. 003598
State of Iowa, Boone County, SS
Filed for Record at 2:40 P.M.
This 11 day of July, 2000
Sheryl J. Thul, Recorder, Fees \$ NO FEE
Number of Pages 4

OF PAGES 4 *no fees*

2000 JUL 13 PM 2:48

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

**28E AGREEMENT BETWEEN
BOONE, DALLAS and MADISON COUNTIES**

This agreement is made pursuant to Iowa Code Chapter 28E (1993). It shall include the following counties and each shall adopt a resolution of this agreement: (1) Boone County, (2) Dallas County and (3) Madison County:

The purpose of said agreement is to establish a working mechanism among the three participating counties of Boone, Dallas and Madison so that the Counties may jointly pay their share of costs of mental health services staff to serve individuals who are eligible for funding from the mental health budgets of said counties.

The further purpose is to accomplish the efficient operation of the Case Management Services provided for the clients of each county. In particular, it is providing intensive services for Boone County, Dallas County and Madison County residents who are chronically mentally ill, mentally retarded and/or developmentally disabled and that are entitled to Title XIX eligibility who meet the criteria for services of each independent county plan.

This agreement does not contemplate and shall not be construed to limit or expand the powers of the participating counties, except as expressly stated in this agreement.

Whereas the prior experience of the three counties has shown that combining the resources of the counties is much more efficient; and

Whereas the Case Management Services will be run more efficiently under the governing board of the Mental Health Services;

Therefore pursuant to said purposes the participating counties agree as follows:

MENTAL HEALTH SERVICES

1. Power and Authority. There shall be a governing board established consisting of one representative of each of the Board of Supervisors of Boone, Dallas, and Madison counties. Each county Board has by formal motion approved this working agreement.

2. Duration and Termination. This agreement is for the 2000-2001 fiscal year. It will terminate on June 30, 2001. The agreement will annually renew on July 1st of each succeeding year unless one of the following occurs:

1. A county notifies in writing the other participating counties prior to 120 days of the contract termination date of its intent to withdraw, or
2. Any changes are made in the agreement, or
3. A new county joins in the agreement.

3. Employee Positions and Compensation. The Mental Health Services staff shall be paid a salary and benefits to be set by agreement of the three County Boards of Supervisors participating in this agreement. The agreement as to expenses for this contract is "Attachment A", attached. The Mental Health staff positions shall exist as employees of Dallas County with rights as provided for in the Dallas County Employee policy manual. All employees will fall under the directions of the Head of Dallas County Mental Health Department. The Department Head will administer the budget as outlined in "Attachment A" and administer to the employees pursuant to the Dallas County employee handbook. The Department Head shall manage the Case Management Services employees as outlined in this agreement. The Dallas County Auditor shall be responsible for paying all wages and employee claims for the Mental Health staff and shall then bill Boone and Madison Counties quarterly for their share of said costs as identified in "Attachment A".

The time period for such reimbursement shall be within 15 business days following the end of each quarter. Boone County's share of these costs will be 27.7%, Dallas County's share will be 45.6%, and Madison County's share will be 26.7%. Each county's share was determined using the following formula:

The percentage of each county's share of the Mental Health operating costs shall be determined by computing the total net expenses for all three Counties and then dividing each County's individual net expenses by the total net expense. For each year that this contract is renewed each county's share shall be re-computed. Each county's share shall be computed using the above-stated formula and the net expenses for each county during the last two successive fiscal years.

Mental Health Expense - Fiscal Year	<u>1997-1998</u>	<u>1998-1999</u>	<u>Total</u>
Boone	\$ 784,744	\$ 732,207	\$1,516,951
Dallas	\$1,491,518	\$1,006,289	\$2,497,807
Madison	\$ 708,810	\$ 757,870	\$1,466,680
	TOTAL NET EXPENSES		\$5,481,438

4. **Liability.** All wages, disability payments, pension, workman's compensation, employee benefits, and all other claims in connection with the duties carried out in accordance with terms of this agreement shall be the responsibility of the three counties. Each county will pay their established share of the liability. Said liability includes judgments or claims rendered against the county for any acts of the employee or employer which occurred during the term of the contract.

5. **Equipment.** All equipment purchased pursuant to the authorized budgets under this contract will be separately identified. Upon termination of the contract the equipment is to be sold to the highest bidder at public sale with adequate notice given to the public. The funds from such sale shall then be divided between the counties in the same percentage as expenses paid under paragraph 3 of the terminated contract.

This agreement shall be filed with the Secretary of State and recorded with the County Auditor of each participating county.

CASE MANAGEMENT SERVICES

1. All employees of Case Management will be employees of Dallas County and will fall under the direction of the Head of Dallas County Mental Health Department. All Case Management employees are employees at will. The Department Head will administer to the employees pursuant to the Dallas County Employee Handbook.

2. Each county covered by this agreement shall be billed at the unit cost rate. The unit cost for the 1999-2000 fiscal year was \$156.39. The unit cost for the 2000-2001 fiscal year will not exceed \$167.00.

3. No person shall on ground of creed, color, race, or national origin be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under agency grants awarded pursuant to the provisions and requirements of Title VI of the Civil Rights Act of 1964, and Regulations issued by the Department of Health and Human Services thereunder as a condition of award of Federal Funds and continued grant support.

4. This agreement is for the 2000-2001 fiscal year. It will terminate on June 30, 2001. The agreement will annually renew on July 1st of each succeeding year unless one of the following occurs: (1) A county notifies in writing the other participating counties prior to 120 days of the contract termination date of its intent to withdraw, or (2) Any changes made in the agreement, or (3) A new county joins in the agreement.

5. The parties shall approve this agreement by resolution of the Boone County Board of Supervisors, the Dallas County Board of Supervisors and the Madison County Board of Supervisors who shall authorize the execution of this agreement. The agreement will authorize the execution of this agreement. The agreement will then be filed in the office of the Iowa Secretary of State and the Recorders of Boone County, Iowa, Dallas County, Iowa, and Madison County, Iowa in accordance with Chapter 28E, Code of Iowa 1989. Termination of this agreement shall not relieve any party of any obligation or liability arising during the term of the agreement.

This agreement filed and dated by the respective parties as follows:

Dated this 23rd day of June, 2000.

COUNTY OF BOONE

ATTEST:

By: David W. Reed
David W. Reed, Chairman
Board of Supervisors

Philippe E. Meier 6-23-2000
Philippe E. Meier
Boone County Auditor

COUNTY OF DALLAS

By: Joe E. Reece
Joe E. Reece, Chairman
Board of Supervisors

Carole J. Bayeur
Carole J. Bayeur
Dallas County Auditor

COUNTY OF MADISON

By: Cy McDonald
Cy McDonald, Chairman
Board of Supervisors

Joan Welch
Joan Welch
Madison County Auditor

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Attachment A

Tri-County Mental Health Services Administrative Costs

Salaries	\$ 177,586
IPERS	\$ 10,500
FICA	\$ 14,030
Health Insurance	\$ 31,209
Training	\$ 7,000
Mileage	\$ 14,000
Cellular Phone & Pager	\$ 4,000
Equipment/Computer Consulting	\$ 3,000

TOTAL	\$261,325
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Mental Health