



Carol "Cindy" Hol, Recorder
Dallas County Iowa

044528

Instrument No. _____
State of Iowa, Boone County, SS
Filed for Record at 3:50 P.M.
This 3 day of Aug. 2004
Sheryl J. Thul, Recorder Fees \$ 70 fee
Number of Pages 5

MTG. _____
REF. _____

28E AGREEMENT BETWEEN BOONE, DALLAS, and MADISON COUNTIES

This agreement is made pursuant to Iowa Code Chapter 28E (2003). 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, Tri-County Community Services, among the three participating counties of Boone, Dallas and Madison so that the counties may jointly pay their share of costs of Tri-County Community 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 Tri-County 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 meets the criteria for services for 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 more efficient; and

Whereas Tri-County Case Management Services will be run more efficiently under the governing board of the Tri-County Community Services.

Therefore pursuant to purposes the participating counties agree as follows:

PUT IN
RECORDING
COMP. _____

ret. to - Co. Auditor
Boone

RETURN TO:
ANNE MAU
BOARD OF SUPERVISORS

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

TRI-COUNTY COMMUNITY SERVICES

1. **Power and Authority.** There shall be a governing board established consisting of three representatives of each of the Board of Supervisors of Boone, Dallas, and Madison counties. Each county Board has by formal motion approved this working agreement. The Director for Tri-County Community Services shall be responsible for overseeing the execution of this agreement.

2. **Duration and Termination.** This agreement shall be for two (2) years commencing on July 1, 2004 and ending on June 30, 2006. A county may opt out of this agreement prior to the end date if one of the following conditions are met:
 - a. A county notifies in writing, to the other participating counties, by December 1, it's intent to withdraw effective the end of that fiscal year, or
 - b. Any changes are made in the agreement, or
 - c. A new county joins in the agreement

3. **Employee Positions and Compensation.** The Tri-County Community Services staff shall be paid a salary and benefits based on Dallas County Personnel policies. The Tri-County Community Services 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 direction of the Head of the Dallas County Mental Health Department. The Department Head will administer the budget, oversee the deployment of staff and administer to the employees pursuant to the Dallas County employee handbook. The Department Head shall manage the Tri-County Case Management Services employees as outlined in the agreement.

The Dallas County Auditor shall be responsible for paying all wages, employee claims and operating costs for Tri-County Community Services staff. Operating Costs are identified as follows:

- FICA and IPERS
- Workmans Compensation and Unemployment
- Health and Life and Disability Insurance
- Tort Liability
- Education, Training, Office Supplies and Telephone
- Data Processing Support and Equipment
- Indirect Costs - Included by not limited to such things as the cost of support for financials from the Operations office, Personnel support and the cost of claim processing for employees from the Auditors office.

The Auditor shall then bill Boone and Madison Counties quarterly, for their share of said costs as determined by the process identified in the next paragraph. Each County shall be responsible for providing equipment and office space.

The percentage of each county's share of the Tri-County Community Services operating costs, wages and employee claims shall be determined using the following computation:

- A. The total mental health, mental retardation and developmental disabilities, (MH, MR, DD) cash expenditures, for all three Counties, for the last two successive fiscal years shall be determined.
- B. Each County's MH, MR and DD expenditures for the last two successive fiscal years shall be identified. This amount will be divided by the total identified in part A. The resulting number shall represent the percentage that each county will be billed quarterly of the operating costs. Please note attachment A.
- C. Each County shall make available to the other Counties the year end cash reports, fund balances and cash expenditures as submitted to the Dept. of Management.

For each year that this contract is renewed, each county's share shall be re-computed, utilizing the method identified in A and B of this section. Attachment A will be updated at the end of each fiscal year, utilizing the method described in A and B of this section and then presented to the Board of Supervisors in each County for approval.

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. If a County opts out of this agreement, the governing board shall determine the disposition of equipment. Pursuant to the action taken by the Governance Board, Dallas County will own the data equipment and data system used by Tri-County Community Services.

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

TRI-COUNTY CASE MANAGEMENT SERVICES

- 1. All employees of Tri-County Case Management will be employees of Dallas County and will fall under the direction of the Head of the Dallas County Mental Health Department. The Department Head will administer to the employees pursuant to the Dallas County Employee Handbook.
- 2. Each County, covered by this agreement, agrees to utilize Tri-County Case Management as their designated County case management service provider.

THIS AGREEMENT FILED AND DATED BY THE RESPECTIVE PARTIES AS FOLLOWS:

Dated this 11TH day of June, 2004.



COUNTY OF BOONE

ATTEST:

By *Richard Reed*

Philippe E. Meier

Chairman

Board of Supervisors

County Auditor

COUNTY OF DALLAS

By *[Signature]* (no seal)
Chairman

Carole J. Bayou-Dawson
By *Marilyn L. Kelton*

Board of Supervisors

County Auditor

COUNTY OF MADISON

By *[Signature]* (no seal)

Jean Welch

Chairman

Board of Supervisors

County Auditor

ATTACHMENT A

Methodology for determining each Countys participation costs:

A. Total MH, MR and DD cash expenditures for Boone, Dallas and Madison Counties for the last two fiscal years.

<u>COUNTY</u>	<u>FISCAL YEAR</u> _____ (1 st .) _____ (2 nd .)	<u>TOTAL</u>
BOONE		
DALLAS		
MADISON		
Total Expenditures		_____

B. The total fiscal years expenditures for each County as listed in A, divided by the total expenditures will determine the percentage of costs that each County will pay.

<u>COUNTY</u>	<u>CALCULATION</u>	<u>PERCENTAGE</u>
BOONE		
DALLAS		
MADISON		

The percentages calculated for each of the Counties shall be used for the following time period _____.