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**28E AGREEMENT BETWEEN
MADISON COUNTY AND MADISON COUNTY MEMORIAL HOSPITAL**

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

THIS AGREEMENT is made and entered into between Madison County, Iowa ("Madison") and Madison County Memorial Hospital ("MCMH"), Winterset, Iowa in accordance with provisions of Chapter 28E, Code of Iowa.

RECITALS

- 1. MCMH, through its professional staff members, provides intensive outpatient substance abuse treatment.
- 2. Madison, desires to make arrangements with MCMH for the provision of intensive outpatient substance abuse treatment to all residents, temporary and permanent, of Madison County, Iowa.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions as set forth herein, the parties have agreed as follows:

- 1. **SERVICES.** MCMH shall employ any and all needed counseling staff which shall provide intensive outpatient substance abuse treatment in accordance with state and local mandates.
- 2. **OBLIGATIONS OF MADISON.** Madison shall provide funding to MCMH for the original term of the Agreement in the amount of \$7,500.00, and for each renewal term in an amount to be mutually agreed upon by the parties from time to time.
- 3. **GENERAL CONDITIONS.** The following general conditions govern the parties' obligations and performance under this Agreement.
 - a. MCMH shall, at its own discretion, provide, maintain, and dispose of any and all real and personal property necessary to implement this contract.
 - b. MCMH shall at all times retain administrative control over both the services contracted for herein and all counseling staff, real property and personal property used in the provision of those services.
- 4. **PAYMENT.** Funding to be provided by Madison shall be paid directly to MCMH in twelve equal monthly installments after receipt of a proper voucher, prepared and submitted to the Madison County Auditor.
- 5. **TERM AND TERMINATION.** The term of this Agreement shall commence on July 1, 1999, and shall end on June 31, 2000, and shall be subject to automatic renewal unless sooner terminated. Notwithstanding the stated term, this Agreement may be

terminated by either party without cause and without penalty during the original, or any renewal term upon thirty (30) days' prior written notice to the other party.

6. **NOTICES.** Notices required under this Agreement shall be considered sufficient if personally delivered, faxed, or mailed certified or registered mail to the addressee at its principal place of business.

7. **INSURANCE.** MCMH shall at all times maintain professional liability insurance and shall, upon request, provide Madison with satisfactory evidence of such insurance.

8. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

- a. **Applicable Law.** This Agreement shall be interpreted according to the law of the state of Iowa.
- b. **Severability.** In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
- c. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.
- d. **Cumulative Agreements.** To the extent that there exist other agreements between Madison and MCMH this Agreement shall be deemed cumulative to those agreements and does not rescind, modify, or alter in any way the obligations of the parties under any other agreement between the parties except as stated herein.
- e. **Amendment.** This Agreement shall be amended only by written agreement of Madison and MCMH.
- f. **Assignment.** This Agreement may not be assigned or transferred, nor may any of the duties and responsibilities be assigned or transferred, except by mutual written agreement of the parties.
- g. **Waiver.** The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

- h. **Non-discrimination.** No person shall on grounds of creed, color, race, national origin, or disability be excluded from participation in, refused the benefits of, or 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.
- i. **Approval and Recordation.** The parties shall approve this Agreement by resolution of both the Madison County Board of Supervisors and Madison County Memorial Hospital Board of Trustees who shall authorize the execution of this Agreement. The Agreement will then be filed in the office of the Iowa Secretary of State and the Madison County Recorder's office in accordance with Chapter 28E, Code of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set below their respective names.

**MADISON COUNTY
MEMORIAL HOSPITAL**

MADISON COUNTY, IOWA

Board of Trustees

Board of Supervisors

Passed and Approved the
29 day of June, 1999

Passed and Approved the
29 day of June, 1999

By: Joe Krueck

By: [Signature]

Its: Administrator

By: [Signature]

By: [Signature]

Attest:

[Signature]
(SEAL)

