

COMPARED

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

This agreement made and entered into between Madison County (Madison), Iowa and Madison County Memorial Hospital (MCMH), Winterset, Iowa in accordance with provisions of Chapter 28E, 1991 Code of Iowa. Purpose of this agreement is to provide for the drug and alcohol counseling to the residents of Madison County, Iowa. This Agreement is binding and effective July 1, 1992 through June 30, 1993.

WITNESSETH:

WHEREAS, the present Madison County alcohol and drug counsellor, Robert Howell, has tendered his resignation effective June 30, 1992: and

WHEREAS, the MCMH has agreed to undertake and provide for the drug and alcohol counselling of all residents, temporary and permanent, of Madison County, Iowa.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Madison shall provide funding to MCMH for the implementation of the Madison County Alcohol and Drug Services beginning with the budget year July 1, 1992 through June 30, 1993.

2. Madison shall provide funding in the amount of \$7,500.00 to be paid directly to MCMH in twelve equal monthly installments of \$625.00 per month. Said payments shall be submitted after receipt of a proper voucher as prepared and submitted to the Madison County Auditor.

3. Madison shall also provide to MCMH the fixed County costs which include Number 315 RCF/MR (DETOX); 353 Sheriff Transport Charges; 413 Employee Mileage & Substance; and 425 Legal and Court Related Services. Said funding shall be provided to MCMH after proper application through voucher to the Madison County Auditor.

4. MCMH shall be responsible for the employment of secretarial staff including wages, tax withholding, unemployment compensation, workers compensation and any and all health insurance benefits.

5. MCMH shall provide any and all needed counselling staff which shall provide the alcohol and drug services in accordance with the state and local mandates.

6. No person shall on grounds 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.

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7. The Term of the agreement shall be for a period of one year.

8. This Agreement may be terminated at any time by resolution of Madison by giving a 30 day written notice of such intention to terminate. Notice of termination shall be served by registered by mail the principal meeting place of MCMH.

9. 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, 1991.

Termination of this agreement shall not relieve either party of any obligation or liability arising during the term of the agreement.

This is the entire agreement between the parties and it may be amended only in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes expressed.

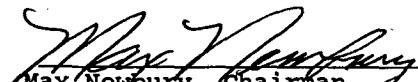
MADISON COUNTY MEMORIAL HOSPITAL
Board of Trustees

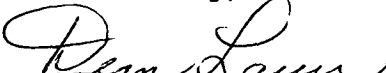
MADISON COUNTY, IOWA
Board of Supervisors

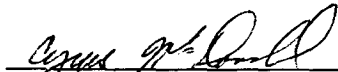
Passed and Approved the
22 day of June, 1992.

Passed and Approved the
2 day of June, 1992.


Robert D. Newton, President


Max Newbury, Chairman


Dean Lauer


Cyrus McDonald



ATTEST:

(SEAL)