

28E AGREEMENT BETWEEN
DALLAS COUNTY AND MADISON COUNTY

This agreement made and entered into between Dallas County, Iowa and Madison County, Iowa in accordance with provisions of Chapter 28E, 1989 Code of Iowa. Purpose of this agreement is to efficiently oversee the Case Management Services. In particular, it is providing intensive services for 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 shall become binding June 30, 1993 until June 30, 1994.

WITNESSETH:

WHEREAS, the cost of case management between Dallas County and Madison County would be more effective and efficient if combined together.

WHEREAS, Dallas County shall provide funding for the case management as Title XIX provider and Madison County shall pay the State's share of the non-federal Medicaid match for each Madison County client directly to the State.

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

1. Dallas County shall provide funding for case management in accordance with Title XIX as provider. Madison County shall pay the State's share of the non-federal Medicaid match for Madison County clients directly to the State.
2. The Case Manager shall be considered an employee of Dallas County with rights as provided for in Dallas County's Employee Policy Manual.
3. This agreement shall provide for the employing of a part-time clerical person. The clerical help shall be paid by Dallas County and considered a part-time county employee with rights as provided in the Dallas County Employee Policy Manual.
4. A Supervisor shall be appointed. Said supervisor shall be paid by Dallas County for case management services with all fringe benefits paid by Madison County. Dallas County will reimburse Madison County for thirty-three (33%) percent of fringe benefits for said Supervisor.
5. There shall be a supervisory board established consisting of the Board of Supervisors of both Dallas County and Madison County.

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RECORDER
MADISON COUNTY, IOWA

6. 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.

7. The Terms of this agreement shall be perpetual. However, this agreement may be terminated any time by resolution of the Dallas County Board of Supervisors or the Madison County Board of Supervisors by giving thirty (30) day written notice of such intention to terminate. Notice of termination shall be served by registered mail to the principal meeting place of the other Board of Supervisors.

8. The parties shall approve this agreement by resolution of both the Dallas County Board of Supervisors and Madison County Board of Supervisors 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 Recorders of Dallas County, Iowa and Madison County, Iowa in accordance with Chapter 28E, Code of Iowa, 1989. 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.

DALLAS COUNTY, IOWA

Board of Supervisors

Passed and Approved, the
20th day of July, 1993.


Donald Langford, Chairman


William Schuhardt, Member

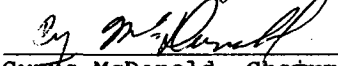

Joseph Reece, Member

(SEAL)

MADISON COUNTY, IOWA

Board of Supervisors

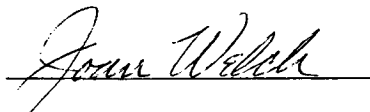
Passed and Approved the
27 day of July, 1993.


Cyrus McDonald, Chairman


Dean Lauer, Member


Max Newbury, Member

ATTEST:


Joan Welch