



*Matt Schultz*  
**Secretary of State**  
*State of Iowa*

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

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10/7/2013 4:26:09 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Benton County, Iowa	County	Benton
Party 2	Bremer County, Iowa	County	Bremer
Party 3	Buchanan County, Iowa	County	Buchanan
Party 4	Delaware County, Iowa	County	Delaware
Party 5	Dubuque County, Iowa	County	Dubuque

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 530 Health  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 To create a mental health and disability services region (The Mental Health/Disability Services of the East Central Region (MHDS-ECR)) to provide local access to mental health and disability services for adults.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*  
 **NO**  
 **YES** Filing # of the agreement: \_\_\_\_\_  
(Use the filing number of the most recent version filed for this agreement)  
 The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Austin FIRST Name Marilyn  
 Title Iowa County CPC Department Iowa County CPC  
 Email iacocpc@iowatelecom.net Phone 319-662-4245



**28E Agreement  
For  
Mental Health/Disability Services of the East Central Region (MHDS-ECR)**

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and they hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Mental Health/Disability Services of the East Central Region (MHDS-ECR) (the "Region").

**SECTION 1: IDENTITY OF THE PARTIES**

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Benton County, Bremer County, Buchanan County, Delaware County, Dubuque County, Iowa County, Johnson County, Jones County and Linn County. County membership may, however, change from time to time as provided in this Agreement and the current member counties shall be referred to as the "member counties" or the "undersigned counties" in this Agreement.

**SECTION 2: PURPOSE AND GOALS**

The member counties enter into this 28E Agreement to create a mental health and disability services region as established by Senate File 2315, Division IV, Section 32 and signed into law on May 25, 2012, to provide local access to mental health and disability services for adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

**SECTION 3: TERM AND TERMINATION**

3.1 Term: This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1, execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective date").

3.2 Termination: The term of this Agreement shall be perpetual, unless terminated pursuant to one of the following:

a) repeal of or an amendment to the current Iowa Code sections that would result in the elimination of a statutory requirement to maintain a regional format for the delivery

of mental health and disability services, and all member counties approve termination of the region.

b) All member counties approve termination of the region upon a decision to realign with other existing regions or to align with other counties into new regions.

3.3 Dissolution of the Region: In the event this Agreement is terminated as provided in Section 3.2 the Governing Board shall determine and initiate the steps required to dissolve the Region. If the termination of the Region is finally approved by or on October 1<sup>st</sup> of any fiscal year, then the Region shall cease to operate June 30<sup>th</sup> of that fiscal year. If the termination of the Region is finally approved after October 1<sup>st</sup> of any fiscal year, then the Region shall cease to operate on June 30<sup>th</sup> of the following fiscal year.

3.4 Withdrawal from the Region: Withdrawal from the Region may only be done at the end of the fiscal year. A member county wishing to withdraw from the Region must provide the Governing Board with a written notice of their intent to withdraw by October 1<sup>st</sup> to be effective June 30<sup>th</sup>. A request to withdraw shall not relieve the member county of any duties, responsibilities or contributions required to be performed during the fiscal year.

3.5 Distribution of Assets: In the event this Agreement is terminated and the Region is dissolved, all assets of the Region shall be delivered, assigned and conveyed to the member counties according to contribution as determined by the Governing Board.

#### SECTION 4: GOVERNANCE

4.1 Governing Board of Directors: The Governing Board of Directors shall contain the following Directors:

a) One supervisor from each member county in the region shall be appointed as a Director. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the member county appointing the Director, until a successor is appointed, or unless an earlier appointment becomes necessary due to death, resignation, or the end of such person's service as a county supervisor. An alternate supervisor shall be appointed in the same manner and shall act in the temporary absence or unavailability of the Director.

b) Any County-Appointed Director or alternate may be removed for any reason by the member county appointing the Director or alternate, upon written notice to the

Governing Board, which notice shall designate a successor Director or alternate to fill the vacancy.

c) At least one individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall serve as an ex-officio, non-voting member and shall be appointed by the Advisory Committee described in Section 4.6 with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall serve an initial term of one year, with appointments thereafter to be for two year terms.

d) At least one individual representing service providers in the Region. This Director shall serve as an ex-officio, non-voting member and shall be appointed by the Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to two year terms.

e) Any Committee-Appointed Director or alternate may be removed for any reason by the Committee appointing the Director, upon written notice to the Governing Board, which notice shall designate a successor Director to fill the vacancy.

#### 4.2 Director Vacancies:

a) County-Appointed Directors: If a vacancy (other than by removal) occurs during the term of a county-appointed Director due to death, resignation, or end of service as a county supervisor, the alternate Supervisor shall serve as Director. The county having the right of appointment shall take steps to insure that either a new Director or a new alternate is appointed within thirty (30) days of the vacancy or as soon as practicable if the circumstances do not allow a new appointment within thirty (30) days.

b) Committee-Appointed Directors: If a vacancy (other than by removal) occurs during the term of a committee-appointed Director due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment. Such appointment shall become effective upon the approval of the Governing Board.

#### 4.3 Voting Procedures for Governing Board Members:

a) A quorum must be present in order for the Governing Board to take action. A quorum shall be a majority of all voting Directors. Once a quorum is established, unless otherwise provided in this Agreement, the Governing Board shall take action by a majority vote of the Directors present.

b) Voting shall be done by roll call vote. Proxy voting will not be allowed. However, a Director may attend up to two (2) meetings per year via electronic means and be considered present for purposes of establishing a quorum and for voting.

#### 4.4 Governing Board Officers:

a) The Governing Board shall organize itself and elect a Chair and Vice-Chair. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair and Vice-Chair for the next ensuing one (1) calendar year.

b) The Chair shall preside at the Region's meetings.

c) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair and an interim Vice-Chair shall be appointed for the remainder of the calendar year.

d) The Governing Board shall annually appoint a Secretary. The Secretary will be responsible for keeping detailed minutes of the meetings and for conducting roll call votes. The Secretary shall also be responsible for posting public notices for meetings as required by law and shall be the custodian of all minutes and other documents maintained by the Governing Board. The Governing Board shall determine the manner of posting notices of meetings and for publishing any notices, minutes or financial reports deemed necessary.

4.5 Powers of the Governing Board: The Region shall be under the overall direction and control of the Governing Board and operated by a Regional Administration Entity created by the Governing Board. The Governing Board shall have each and all of the following powers on behalf of the Region:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;

f) To make and enforce bylaws and/or rules and regulations for the management and operation of the Region's business and affairs;

g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;

h) To consult with representatives of federal, state and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;

i) To receive funds from each member county as set forth in this Agreement;

j) To accept grants, contributions or loans from federal, state or local agencies;

k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and

l) Subject to any express limitations in Section 5.2, to exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

4.5A Regional Administrative Entity: The Governing Board shall establish a Regional Administrative Entity. The Governing Board may adopt such policies, rules, regulations, procedures and other actions as are necessary in the operation of the Region that are not inconsistent with the law or this Agreement.

(a) The Governing Board shall appoint a Chief Executive Officer for the Region. The Chief Executive Officer will be the single point of accountability for the Region and shall be responsible for entering into performance-based contracts with the Department of Human Services. The Chief Executive Officer shall report to the Governing Board and will serve as the contact person for all requests for information or other inquiries from the Department of Human Services or the State of Iowa regarding provision of services, quality of services and expenditures of Regional funds. The Chief Executive Officer shall serve at the pleasure of the Governing Board and shall be under its direct supervision, evaluation and control.

(b) The Governing Board shall appoint Coordinators of Disability Services who shall be under the supervision of the Chief Executive Officer.

(c) The Governing Board shall also provide for support staff as determined necessary and support staff shall be under the supervision of the Chief Executive Officer.

(d) The Regional Administrative Entity will perform all of the duties required by statute and administrative rule and in conformance with the Regional Management Plan. The duties of the Regional Administrative Entity will be coordinated and assigned by the Governing Board in a manner deemed to be in the best interests of the Region and to ensure as much efficiency as is practicable. These duties will include but are not limited to: care coordination, quality assessments, service development, performance outcomes, referrals, claims processing, budget and forecasting, implementation of best practice models, development of policy, intake procedures and access to services, development/expansion of crisis services and development of new services models that will meet the needs of the residents of the Region.

(e) The Chief Executive Officer, the Coordinators of Disability Services and all support staff will remain employees of individual Counties. There will be statements of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be reimbursed to the county from Regional funds

(f) In addition to the Regional Administrative Entity, the Governing Board may, as deemed necessary and with the consent of the member county, delegate any support functions to a member county. The cost of said support functions will be submitted to the Region as administrative overhead for the member county.

#### 4.6 Committees:

a) The Region shall have an Advisory Committee consisting of individuals who utilize services or are actively involved relatives of such individuals, service providers, Governing Board members and other interested community members. The number and composition of the Advisory Committee shall be established by action of the Governing Board and appointments to the Advisory Committee shall be made by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board. A member of the Governing Board shall be designated to act as liaison to the Advisory Committee. In addition to providing input to the Governing Board when requested, the Advisory Committee shall designate ex-officio members to serve on the Governing Board as outlined in Section 4.1 above.

b) The Governing Board may establish other committees for various other purposes as deemed necessary for the operation of the Region. Once the need for a committee has been established by the Governing Board, member Counties of the Region will provide nominations for individuals to serve on the committee.



Appointments to any established committee of the Region shall be made by action of the Governing Board. All committee appointees shall serve indefinitely at the pleasure of the Governing Board.

#### 4.7 Dispute Resolution:

Any dispute arising between member counties over the operation of the Region shall first be addressed by good faith discussions between the affected counties and the Governing Board. If the matter cannot be informally resolved, it shall be heard by the Governing Board in an open meeting and the outcome will be decided by a majority vote of the Governing Board. The vote of the Governing Board shall be a final order by the Governing Board for the purpose of further review should a member county choose to commence a certiorari action.

### **SECTION 5: MEMBERS**

#### 5.1 Joint Obligations:

The expectations of member counties that would encompass their support of the Region and any subcontractor utilized by the Region to carry out its function are as follows:

- a) To cooperate with local, state and federal human services agencies in providing a social safety net for individuals adversely impacted by disabilities;
- b) To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement;
- c) To provide sufficient office space for the performance of contracted services;
- d) To support the effective collaboration of other county functions related to the provision of contracted services;
- e) To provide county staff as agreed between the member county and the Governing Board for the effective provision of contracted services;
- f) To contribute from existing MH/DS funds the funds necessary for the start-up of the Region as required by this Agreement and as determined by the Governing Board;
- g) To levy the maximum amount permitted by law for MH/DS services for each fiscal year and to contribute from the MH/DS funds so collected toward the ongoing operation of the Region as required by this Agreement and as determined by the Governing Board.

#### 5.2 Limitations on the powers of the Governing Board:

The Governing Board shall not have authority to, and they covenant and agree that they shall not do, or cause the Region to do, any of the following acts without the prior consent of the Board of Supervisors of a majority of the member counties:

- a) Permit any new member counties;
- b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
- c) Amend this Agreement.

### 5.3 Member County Voting Procedure:

Any question related to the issues listed in Section 5.2 above or that, in the opinion of the Governing Board, is a question that should be referred for a vote by the member counties, may be presented to the member counties. The Governing Board shall first adopt a recommendation on the issue and provide the member counties with a written recommendation including an explanation of the reasons for the recommendation and a separate proposed resolution to be acted upon by the member counties. Each member county shall vote upon the proposed resolution, either in favor or against and upon voting, a copy of the resolution shall be forwarded to the Chairperson of the Governing Board. The resolution stating the member county's vote shall be forwarded to the Chairperson within thirty (30) days of the date that the member county received a copy of the recommendation and proposed resolution. Any member county not forwarding a resolution stating the member county's vote within the thirty (30) day period shall be considered to have approved the recommendation notwithstanding the actual results of any vote that may have been taken on the matter. A resolution may state that it failed to pass due to a tie vote and shall be counted as a vote against the recommendation. A resolution may state that the member county voted to abstain and the member county shall be deemed as "not participating". The number of member counties approving or disapproving the resolution shall be tabulated at the next regular meeting of the Governing Board following the expiration of the thirty day period. If the recommendation receives the approval of a majority of the participating member counties, it shall become effective ten (10) days following the date the vote is tabulated and entered into the minutes of the Governing Board.

### 5.4 Adding Counties to Region:

If a county wishes to become a member county of the Region after the Effective Date, the county must submit to the Governing Board a resolution that has been approved by the county's Board of Supervisors requesting admission to the Region. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3.

- a) If approved, the membership will not become effective until the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein along with any then

existing bylaws and operating procedures, and that it possesses the legal power and authority to do so.

b) If the documentation in Section 5.4(a) is received prior to September 1<sup>st</sup>, then the membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after September 1<sup>st</sup>, then the membership shall become effective one year from the first day of the next fiscal year.

#### 5.5 Member County Withdrawal or Removal:

a) Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by forwarding the resolution giving notice of its intent to withdraw to the Governing Board no later than October 1<sup>st</sup> prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to contribute its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs including any past due amounts. The withdrawing member county shall remain an active voting member county of the Region until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal from the Region, counties shall not be entitled to any repayment for funds, services or property provided to the Region.

b) If the Governing Board determines that cause exists to recommend the removal of a member county from the Region, the Governing Board will proceed under the Member Voting Procedure set forth in Section 5.3. Upon removal from the Region, a county shall not be entitled to any repayment for funds, services or property provided to the Region.

#### 5.6 Failure to Contribute as Required:

In the event a member county fails to make a payment to the Region as required and scheduled under this Agreement within ten (10) days of the due date, the member county will be deemed delinquent. During any period of delinquency, such member county shall remain responsible for its share of the ongoing expenses of the Region, including any past due amounts, but shall not be entitled to vote on matters coming before the Governing Board and, if delinquent for more than two payments, will be subject to removal from the Region under 5.5(b) above.

### 6: FINANCES

#### 6.1 Methods for Management & Expenditure of Funding:

a) It is the intention of the Region to setup a hybrid account. Each member county will be responsible for maintaining their own MH/DS levy account for the deposit of tax

revenues. All MH/DS revenues so deposited and maintained, with the exception of interest earned, will belong to and be available upon demand to the Governing Board.

The Region shall establish a Region account(s) for receipt of member county contributions and any state, federal or other funding directed to the Region, and for payment of all claims. The Region account shall be under the control of a fiscal agent to be designated by the Governing Board. Each member county shall contribute monies from their MH/DS levy account to the Region account when needed as determined by the Governing Board.

b) Administrative costs both for the Region and those incurred by member counties shall be submitted to and paid through the Region account. Methods for determining allowable administrative costs, billing procedures and payment procedures shall be determined by the Governing Board.

#### 6.2 Methods for Acquiring or Disposing of Real Property:

No real property will be contributed by a member county to the Region. Any real property purchased by the Region shall remain property of the Region and no member county may assert any interest in the property upon their withdrawal or termination from the Region. Should the Region be dissolved, it shall be the responsibility of the Governing Board to dispose of any real property titled in the name of the Region and any resulting proceeds would be distributed according to 3.5 above.

#### 6.3 The Use of Fund Balance for Reinvestment:

It is understood and agreed that MH/DS levy funds held by member counties may be held in interest bearing accounts and that any interest so earned shall accrue to the general fund of the member county. Any interest earned on Region funds under the control of the Fiscal Agent shall accrue to the Region fund. The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Any savings that are achieved through Regional administration as evidenced by fund balances will be reinvested in services development.

#### 6.4 Process for Initial Funding to Begin Operations:

a) A county must levy at the maximum allowable rate for MH/DS services for any fiscal year they are a member county of the Region.

b) Claims for services approved under a member county's prior county management plan prior to the Region taking over that have not yet been billed or have not yet been paid shall not become a legal obligation of the Region and shall remain the responsibility of the member county.

c) All member Counties shall provide the Governing Board with an estimate of their total MH/DS fund balances as of the target date for the Region taking over, an estimate of all outstanding bills or other claims for MH/DS services authorized by the member county prior to the target date for the Region taking over, and an estimate of any funding source for those MH/DS services yet to be received after the target date for the Region taking over.

d) The Governing Board shall determine the amount of startup money that will be required to operate the Region and what the net MH/DS fund balances of the member counties are. The Governing Board will then determine what part of the startup costs for the Region will be provided by contributions from existing net MH/DS fund balances and how the contributions will be allocated among member counties.

e) Availability of MH/DS fund balances and allocation of MH/DS fund balance contributions by member counties to pay for services authorized under the Regional management plan shall be determined by the Governing Board.

#### 6.5 Process for Annual Independent Audit:

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board.

### **7: SCOPE & AMENDMENTS**

#### 7.1 Amendments:

a) No amendment to this agreement shall be made in any manner or for any purpose so as to adversely affect the interests of the holder or holders of any bonds or other obligations of the Region.

b) If the Governing Board feels it is in the best interest of the Region for an amendment to be made to this Agreement, the Governing Board will proceed under the Member Voting Procedure set forth in Section 5.3

#### 7.2 Entire Agreement:

This Agreement represents the entire 28E Agreement of the member counties and serves to form the Mental Health/Disability Services of the East Central Region.

#### 7.3 Organizational Documents:

This 28E Agreement, any bylaws later enacted, the Regional Management Plan and the Regional Policies and Procedures Handbook represent the organizational documents of the Region.

7.4 Invalidity:

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

7.5 No Waiver:

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

7.6 Counterparts:

This Agreement may be signed in counterparts and each signature page, once executed, shall be evidence that the member county has taken the requisite steps to approve membership in the Region and shall bind the member county to the terms of this Agreement as of the Effective Date.

Approved and authorized by the Benton County, Iowa Board of Supervisors as evidenced by Resolution No. 13-83 dated 10-1, 2013.

Donald N. Freese  
Authorized Signature

10/3/2013  
Dated

Approved and authorized by the Bremer County, Iowa Board of Supervisors as evidenced by Resolution No. 13-70 dated September 30, 2013.

Duway L. Hildebrandt  
Authorized Signature

10/3/2013  
Dated

Approved and authorized by the Buchanan County, Iowa Board of Supervisors as evidenced by Resolution No. 13-74 dated 09/30/, 2013.

Allen Gaffney  
Authorized Signature

10/3/2013  
Dated

Approved and authorized by the Delaware County, Iowa Board of Supervisors as evidenced by Resolution No. \_\_\_\_\_ dated September 30, 2013.

Shirley E. Helmsicks  
Authorized Signature

10/3/13  
Dated

Approved and authorized by the Dubuque County, Iowa Board of Supervisors as evidenced by Resolution No. 13-249 dated 9-25-13, 2013.

Daryl Klem  
Authorized Signature

10-3-13  
Dated

Approved and authorized by the Iowa County, Iowa Board of Supervisors as evidenced by Resolution No. \_\_\_\_\_ dated 9-27, 2013.

Chris J. Janke  
Authorized Signature

10-3-13  
Dated

Approved and authorized by the Johnson County, Iowa Board of Supervisors as evidenced by Resolution No. 09-26-13-02 dated ~~10/26/13~~ 9-26, 2013.

Rod Sullivan  
Authorized Signature

10-3-13  
Dated

Approved and authorized by the Jones County, Iowa Board of Supervisors as evidenced by Resolution No. \_\_\_\_\_ dated 10/1/2013, 2013.

Wayne W. Hill  
Authorized Signature

10/31/2013  
Dated

Approved and authorized by the Linn County, Iowa Board of Supervisors as evidenced by Resolution No. 2013-9-163 dated September 25, 2013.

[Signature]  
Authorized Signature

10.2.2013  
Dated