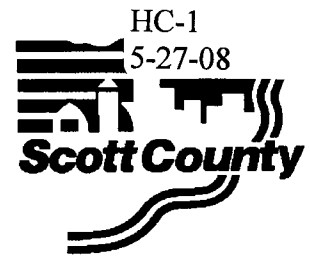


Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

May 19, 2008

TO: C. Ray Wierson

FROM: Lori A. Elam

RE: Authorized Agency Agreement
 Handicapped Development Center (HDC)

Enclosed is the proposed FY09 Agreement with the above listed agency. The changes are as described below.

The dates and contractual amounts are changed to reflect the Board's decisions during the budget review process.

Language was added to reflect required billing information and payment of State Payment Program (SPP) consumers.

The contract was reviewed by the agency. If any additional changes are requested, I will bring those to the attention of the Board at the Committee of the Whole meeting. I do not anticipate any changes other than editorial.

AGREEMENT

This agreement is made and entered into this 1st day of July, 2008, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Handicapped Development Center (hereinafter referred to as HDC), a nonprofit corporation that provides coordinated programs to persons with disabilities in Scott County.

WITNESSETH

In that, effective July 1, 2008, all payments for services to persons with mental retardation, developmental disabilities and/or mental illness must be provided through a limited special services fund and under the auspices of an approved management plan, activities provided under this contract to persons with chronic mental illness, mental retardation or other developmental disabilities shall be conducted in accordance with the Scott County Management Plan for Mental Health and Developmental Disability (MH/DD) Services and the eligibility criteria therein.

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and HDC agree as follows:

1.
 - A. Scott County agrees to participate in supporting HDC at a program funding level of \$240,139 as consideration for HDC being able to provide Personal Independence, Community Residential (including respite) and Employment (including Community Employment) services to Scott County residents with mental retardation and/or other disabilities. This allocation provides support for non-Medicaid provision of identified services. Services under this contract shall be provided using the financial eligibility criteria as required under the Scott County Management Plan for MH/DD services.
 - B. Scott County agrees to designate up to an additional \$2,113,871 to be available for funding of the Medicaid match required for the following Home and Community Based Waiver Services (HCBS) for adults: Supported Community Living, Respite, Home and Vehicle Modification, Personal Emergency Response, Supported Employment, Pre-Vocational and Day Habilitation for adults.
 - 1) Handicapped Development Center is certified as a provider of Home and Community Based Waiver Services (HCBS) during the period of this contract. It is understood by both parties that during this contract year a limited number of waiver slots will be identified that are in line with funding available under this section. Any expenditures by Scott County for services provided by HDC under this program will be paid from the established funding level.

- 2) It is expected that any excess federal revenues (over the level projected in the FY2009 budget proposal) received through the HCBS Waiver program will be used by HDC to provide additional services to persons with disabilities in Scott County and, in as much as possible, to reduce any waiting lists for services currently in existence.
- 3) HDC and Scott County will work together in implementation of this program to assure that services are provided in the most efficient, appropriate and cost effective manner.
- 4) It is understood by both HDC and Scott County that the number of slots identified for HCBS Waiver Services is based on the funding allocated in this contract and the Community Services Department budget.
- 5) All expenditures by Scott County for services provided by HDC under the HCBS Waiver program will be paid from the established funding levels. The HCBS Waiver program shall be the primary mechanism for providing services under this contract.

C. Scott County and HDC agree that is beneficial to both entities that funding through the Habilitation Services should be pursued by HDC for rehabilitation services provided to Medicaid eligible individuals with a diagnosis of chronic mental illness. Scott County agrees to designate an additional \$67,111 to be available for funding of the Medicaid match for services billed under the Habilitation Services. Any match amount for which the county is responsible for Habilitation Services billings, for services provided by HDC, which is in excess of the designated funding level will be provided through the approved appropriations identified in Section 1A.

2.

A. Scott County shall make payments to HDC for the performance of its Covenants hereunder, and for the provision of services outlined in item #1A. of this agreement. Scott County agrees to participate in the provision of services outlined in item #1A at a unit rate of service equivalent to the Negotiated Rate as determined through the County Rate Information System (CRIS) rate setting process or as determined by the Department of Human Services through their determination of HCBS waiver rates. HDC agrees to submit a monthly invoice itemizing Scott County resident program and State Payment Program (SPP) participation, the cost of providing the specified service (reported at the Negotiated (CRIS) rate or the Waiver rate). Scott County agrees to assure payment of the Negotiated (CRIS) rate or the Waiver rate up to the amount specified in item #1A. Funding for these services shall be made available on the first day following the first monthly meeting of Scott County Board of Supervisors following processing of a submitted invoice.

Payment shall be solely predicated on the itemized invoice submitted by HDC and approved by the County.

- B. HDC shall provide to Scott County all information needed to maintain compliance with the Scott County Management Plan for MH/DD Services, including all required application, enrollment and service authorization information for consumers referred to the HDC programs. HDC will maintain on site all individual consumer information required as the minimum data set and shall make such information available to Scott County as requested.
 - C. HDC shall employ the fee schedule and policies as adopted in the Scott County Management Plan for MH/DD Services. Any such consumer fee determined shall be reported to Scott County as a part of the monthly statements of services submitted pursuant to this contract and shall serve to reduce the cost to the county by an amount equivalent to the determined fee. HDC shall be responsible for collecting any determined consumer fees. Such fee determined under the fee schedules shall be considered the full and final liability of the consumer to Scott County pursuant to this contract.
3. Scott County and HDC each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to HDC, such as fees collected for services provided to individual consumers.
 4. HDC shall provide Personal Independence services including pre-vocational, social, educational, recreational and therapeutic activities to Scott County residents. Instruction shall be given in daily living skills, practical academic skills, and developmental needs.
 5. HDC shall provide Community Residential services to adults, including supported community living to Scott County residents. These services shall be provided to those individuals who do not require institutional or nursing care.
 6. HDC shall provide Employment Services in a work-oriented day program to Scott County residents. This program shall give individuals an opportunity to gain work experience, seek economic independence and have a productive employment status.
 7. HDC shall provide Community Employment services to Scott County residents during FY2009 through the funding designated in #1A and #1C. HDC is encouraged to obtain funding for growth of the supported employment program from other interested funding sources.
 8. HDC shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, disability or religious affiliation. Funds provided hereunder shall not be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

9. HDC shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County Budget submission, without prior Scott County approval of such transfers.
10. HDC agrees to provide Scott County with:
 - A. A revised budget estimate and program performance projections, if different from the original request, within thirty (30) days of the signing of this agreement.
 - B. Quarterly reporting on performance indicators and financial data as specified in the Scott County budget submission.
 - C. Notification of any significant changes in funding, salary levels, staffing or programming, including the expansion of existing programs, additions of staff positions or the addition of any new funding source and/or program, in a timely manner.
 - D. Minutes, or a summary thereof, from the monthly meetings of the HDC Board of Directors.
 - E. Any and all information necessary to facilitate the County's statutory role with regard to mental health/mental retardation planning.
 - F. Any and all relevant consumer information necessary for the County's Mental Health/Mental Retardation information system.
11. HDC shall provide Scott County with an independent audit for FY2009 by January 1, 2010. Further, all HDC's financial and statistical records will be open to Scott County.
12. Scott County shall be named as additional insured under a comprehensive liability policy maintained by HDC, and providing a minimum coverage of \$1 million. A copy of the insurance certificate for the term of the contract shall be on file in the Scott County Office of Administration.
13. HDC shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons or property being damaged or injured by HDC or any agency or employee of HDC, whether by negligence or otherwise.
14. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.
15. The term of this agreement shall be for one year. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS
BY:

Jim Hancock, Chairman

Date

HANDICAPPED DEVELOPMENT CENTER
BY:

R. Gale Harter, Chairman

Date

ATTEST:

Wes Rostenbach,
Scott County Auditor

Date