

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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

July 9, 2012

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Authorized Agency Agreement
Handicapped Development Center (HDC)

Enclosed is the proposed FY13 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 FY12 budget process. HDC is one of Scott County's "authorized agencies" providing a variety of services to persons with mental retardation, mental illness and developmental disabilities. The agency is aware of the funding issues the county is faced with this year. A statement has been added to the contract regarding funding for FY13.

The contract was reviewed by the agency. I will be available at the Committee of the Whole meeting to answer any questions.

AGREEMENT

This agreement is made and entered into this 1st day of July, 2012, 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, 2012, 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 serious and persistent 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. Scott County agrees to participate in supporting HDC at a program funding level up to \$247,797 as consideration for HDC being able to provide Community Residential (including respite) and Employment (including Community Employment) services to Scott County residents with mental retardation and/or other disabilities. This allocation (100% county funding) 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.
2. HDC is hereby notified that the county may not have sufficient MH/DD funds for the entire fiscal year. Contract amounts will be made quarterly with the understanding that if the county does not receive "Transition Funds" from the DHS/2013 Legislature, HDC will not receive any funds beyond January 31, 2013. As of July 1, 2012, the State of Iowa will manage and pay for all Medicaid services (ID Waiver and Habilitation). The counties will manage and pay for non-Medicaid services. The county will only have the funds in the MH levy to use for all non-Medicaid services in the county MH/DD budget.
3. Scott County shall make quarterly payments to HDC for the provision of services outlined in item #1 of this agreement. HDC agrees to submit monthly invoices indicating the Scott County residents who participated in Community Residential Services and Employment Services. HDC will also submit monthly invoices for individuals accessing the State Payment Program (SPP), including the specific service, rate and billing total. Payment for services under SPP shall be solely predicated on the itemized invoice submitted by HDC and approved by the County.
4. HDC shall provide to Scott County all information needed to maintain compliance with the Scott County Management Plan for MH/DD Services, including the required applications, enrollment and service authorization information for all 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.

5. 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.
6. HDC agrees to provide Scott County with:
 - A. A revised budget estimate and budget outcomes/performance measurements, if different from the original request, within thirty (30) days of the signing of this agreement.
 - B. Quarterly reporting on budget outcomes and performance measurements and financial data as specified in the Scott County budget submission.
 - C. Minutes, or a summary thereof, from the monthly meetings of the HDC Board of Directors.
 - D. Any and all information necessary to facilitate the County's statutory role with regard to mental health/mental retardation planning.
 - E. Any and all relevant consumer information necessary for the County's Mental Health/Mental Retardation information system.
 - F. An independent audit for FY13 by January 1, 2014.
 - G. All financial and statistical records will be open to Scott County.
7. 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.
8. 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.
9. 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.
10. The term of this agreement shall be for one year, July 1, 2012 to June 30, 2013. 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:

Tom Sunderbruch, Chairman

Date

HANDICAPPED DEVELOPMENT CENTER

BY:

Jeff Ashcraft, Chairman

Date

ATTEST:

Roxanna Moritz,
Scott County Auditor

Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JULY 19, 2012

APPROVAL OF FY2013 CONTRACTUAL AGREEMENT BETWEEN THE
HANDICAPPED DEVELOPMENT CENTER AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the FY2013 contractual agreement agreement between Scott County and the Handicapped Development Center for provision of personal independence, community residential and employment services to the citizens of Scott County is hereby approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2012.