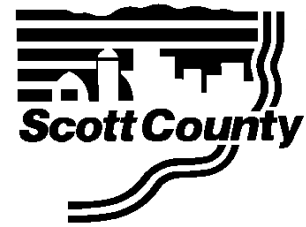


Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



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

September 30, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Withdrawal from the County Case Management Services (CCMS) 28E Agreement

Scott County joined County Case Management back in the 1990's. The CCMS staff within ISAC provide technical assistance and consultation to case management entities. Scott County subcontracts with Vera French for case management services for consumers with chronic mental illness. CCMS staff review policies/procedures of the case management provider, review rate developments, ensure budget compliance, ensures proper documentation is in place for all cases, completes operational reviews to ensure compliance with Chapter 24 of the Iowa Administrative Code and provides training seminars as needed.

In the Eastern Iowa MH/DS region, Scott County is the only county who subcontracts case management services. The other four counties in the region provide their own case management. The reason for the need to withdraw from the 28E agreement is because of the implementation of Integrated Health Homes (IHH) in the spring of 2014. The "case management services" will essentially be going away and Vera French will become an Integrated Health Home provider. Scott County will no longer subcontract with VF for this service. Vera French will be the actual provider, billing Medicaid and being paid directly by Medicaid. Scott County will no longer be the pass through entity for the Medicaid funds.

I have attached the letter addressed to the Chair of the CCMS Board, Jack Willey, indicating Scott County's desire to withdraw from the 28E agreement. The letter serves as written notice required by the 28E agreement in Section 4. I have also attached a copy of the 28E Agreement for your review.

I will be available at the Committee of the Whole meeting to answer any questions.

This instrument was prepared by David Vestal, 701 E. Court Ave., Suite A,
Des Moines, IA 50309, (515) 244-7181

COUNTY CASE MANAGEMENT SERVICES

R-E-V-I-S-E-D A-G-R-E-E-M-E-N-T

WHEREAS, Iowa Counties desire to provide case management services; and

WHEREAS, certain Iowa Counties desire to cooperate for the purpose of providing technical assistance and training regarding case management, and other similar services that would be more efficient and economical if provided jointly rather than individually; and

WHEREAS, each County is a public agency within the meaning of Iowa Code Chapter 28E (1999), and the Iowa State Association of Counties (hereinafter "ISAC") is a private agency within the meaning of Iowa Code Chapter 28E (1999); and

WHEREAS, this Agreement has not been updated since 1991;

THEREFORE, ISAC and the undersigned Counties enter into this revised Agreement for the provision of county case management services under the following terms and conditions:

1. CREATION. The undersigned Counties, each having previously adopted this Agreement in its original form by resolution of its Board of Supervisors, and ISAC, having previously adopted this Agreement in its original form by vote of its Board of Directors, have joined together to form and create the separate legal entity under Iowa Code Chapter 28E (1999), known as COUNTY CASE MANAGEMENT SERVICES. This entity shall have the power, privileges, and authority as hereinafter set forth in this revised Agreement.

2. DURATION. This revised Agreement shall become effective at such time as the undersigned counties and ISAC execute this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8(1999). Copies of the filed and recorded Agreement shall be provided to ISAC, member Counties and COUNTY CASE MANAGEMENT SERVICES. The operations of COUNTY CASE MANAGEMENT SERVICES shall be perpetual unless COUNTY CASE MANAGEMENT SERVICES is abolished by a unanimous vote of the full COUNTY CASE MANAGEMENT SERVICES Board of Directors.

3. ADDITIONAL MEMBERSHIP. After this Agreement becomes effective, any Iowa county that is a member of ISAC may become party to this Agreement and gain membership in COUNTY CASE MANAGEMENT SERVICES by adoption of this Agreement, as it may have been amended, by resolution of its Board of Supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (1999), with a copy of the filed and recorded Agreement to be provided to ISAC, the member County and COUNTY CASE MANAGEMENT SERVICES. Each new member County shall pay a six hundred dollar (\$600) entry fee.

Enhanced training and technical assistance for new member counties shall be made available at a cost to be determined by COUNTY CASE MANAGEMENT SERVICES.

4. WITHDRAWAL. Any County, by resolution, or ISAC, by vote of its Board of Directors, may withdraw from COUNTY CASE MANAGEMENT SERVICES by giving written notice to the Board of Directors of COUNTY CASE MANAGEMENT SERVICES no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing County of the obligation to pay its share of the expenses of COUNTY CASE MANAGEMENT SERVICES for the duration of the fiscal year in which the notification of withdrawal occurs. Services of COUNTY CASE MANAGEMENT SERVICES shall continue to be provided to the withdrawing County until the date of withdrawal.

5. ORGANIZATION. COUNTY CASE MANAGEMENT SERVICES shall be under the direction and control of a Board of Directors consisting of eleven (11) members. One (1) board member shall be selected by and from the ISAC Board of Directors. This board member shall serve until the ISAC Board of Directors selects a replacement. The remaining ten (10) board members shall be county supervisors from counties that are members of COUNTY CASE MANAGEMENT SERVICES.

6. SELECTION OF BOARD MEMBERS. COUNTY CASE MANAGEMENT SERVICES Board of Directors vacancies shall be filled by the ISAC Board of Directors based on recommendations submitted by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Geographical location and gender shall be considered in making board selections. No county shall have more than one (1) board member of the ten (10) board members selected by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

7. BOARD COMPOSITION. The Board of Directors of COUNTY CASE MANAGEMENT SERVICES shall be composed as follows: four (4) directors from the counties having the largest one-third in terms of participating case management clients (hereinafter "Level A"); three (3) directors from the counties having the middle one-third in terms of participating case management clients (hereinafter "Level B") ; and three (3) directors from the counties having the smallest one-third in terms of participating case management clients (hereinafter "Level C"). If the total number of participating counties is not divisible by three (3), COUNTY CASE MANAGEMENT SERVICES shall make the levels as equal as possible in terms of number of counties. The number of participating case management clients for each county will be determined by COUNTY CASE MANAGEMENT SERVICES on the first day of each fiscal year. Fiscal years shall run from July 1 to June 30. Any change in the number of participating case management clients made during a fiscal year will be reflected in board representation commencing with the next ensuing fiscal year. Each appointment shall be for a period of three (3) years. Board members shall serve without compensation, except for reasonable expenses as determined by the Board of Directors.

8. CCMS POWERS. COUNTY CASE MANAGEMENT SERVICES shall have the power to contract with ISAC or any other public or private agency to provide the following services, as determined by the Board of Directors, to each member County:

- (a) Reviews of policies and procedures required of a case management provider;
- (b) Reviews of rate development to assure that counties are recouping all allowable direct or indirect costs;
- (c) Reviews of Office of Management and Budget Circular A-87 compliance;
- (d) Reviews of County compliance with Health Care and Finance Administration (HCFA) cost allowability requirements that exceed OMB A-87 requirements;
- (e) Additional financial reviews of operations to assure proper documentation and cost allocation for allowable expenses;
- (f) Operational reviews for compliance with Chapter 24 of the Iowa Administrative Code. Member Counties shall release personal identifying information essential for operational review to County Case Management Services in accordance with existing federal and state laws and regulations. COUNTY CASE MANAGEMENT SERVICES recognizes the confidentiality of this information, and will not disclose any information that personally identifies the consumer. When such information is released to COUNTY CASE MANAGEMENT SERVICES, a note shall be entered in the consumer's record and the consumer shall be notified of the release;
- (g) Reviews of operations for efficiency and effectiveness;
- (h) Trouble shooting and mediation on behalf of counties with specific problems between UNYSIS, HCFA and/or the State of Iowa;
- (i) Audit defense services should a disallowance be threatened;
- (j) Advocacy services for counties through attendance at Enhanced Services Oversight Committee, MH/MR/DD Commission, Council on Human Services, and Administrative Rules Committee meetings when appropriate;
- (k) Reports to ISAC regarding the provision of case management services;
- (l) Training seminars in a variety of areas depending on interest and need; and
- (m) Any other services as determined by the COUNTY CASE MANAGEMENT SERVICES Board of Directors.

9. POWERS OF CCMS BOARD. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall have each and all of the following powers:

- (a) To organize itself at its June meeting every year for the following fiscal year and elect a Chair, Vice Chair and Second Vice Chair for the next ensuing one (1) year;

(b) To adopt reasonable rules for the conduct of its meetings, including times for regular meetings, provisions for calling special meetings, notification of meetings, by-laws and all other matters necessary for the orderly and efficient conduct of its business. A majority of board members shall constitute a quorum at any meeting for the transaction of business. *Robert's Rules of Order (1970)* shall govern parliamentary practice on matters not specifically covered in the rules adopted by the Board of Directors;

(c) To ascertain the case management needs of members counties;

(d) To contract with any public or private agency to provide all necessary services;

(e) To purchase and maintain all equipment, vehicles, supplies and other items of tangible personal property reasonably necessary to fulfill the purposes of this Agreement;

(f) To rent, lease or contract with any public or private entity for the use of tangible personal property, real estate or other services reasonably necessary to fulfill the purposes of this Agreement;

(g) To establish a system of accounting and budgeting;

(h) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and

(i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

10. BUDGET. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of COUNTY CASE MANAGEMENT SERVICES for the next fiscal year. The COUNTY CASE MANAGEMENT SERVICES Board of Directors shall make a copy of its budget available to each member County and to the ISAC Board of Directors. The COUNTY CASE MANAGEMENT SERVICES Board of Directors may amend the budget during the fiscal year. The accounts of COUNTY CASE MANAGEMENT SERVICES shall be audited and verified by a certified public accountant within one hundred fifty (150) days of each fiscal year and a copy thereof provided to each member of the COUNTY CASE MANAGEMENT SERVICES Board of Directors and the Auditor of the State of Iowa. Additional fiscal information shall be provided to member Counties as requested.

11. FUNDING. COUNTY CASE MANAGEMENT SERVICES shall provide the services referred to in this Agreement to each member County. The costs to Counties for these services shall be determined by COUNTY CASE MANAGEMENT SERVICES on an annual basis, using guidelines developed by the COUNTY CASE MANAGEMENT SERVICES Board of Directors. Member Counties shall be billed on a monthly basis. Member Counties that are the Medicaid enrollee shall each be charged for all the Title XIX clients for which the county's case management services are provided internally. Member Counties that are the Medicaid enrollee may exclude from COUNTY CASE MANAGEMENT SERVICES Title XIX clients that are under subcontract with a private provider. If member counties exclude subcontracted clients, subcontractors and their employees shall not be eligible to receive technical or educational services through COUNTY CASE MANAGEMENT SERVICES.

12. AMENDMENTS. This Agreement may be amended by resolution of the Board of Directors of COUNTY CASE MANAGEMENT SERVICES by first adopting such amendment and then submitting it to the individual member Counties and ISAC. A separate explanation of the reasons for the amendment shall be included. Each County desiring to vote upon the amendment shall do so by resolution and return to COUNTY CASE MANAGEMENT SERVICES a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. The ISAC Board of Directors may vote upon the amendment and return to COUNTY CASE MANAGEMENT SERVICES a notarized letter from the ISAC President, stating ISAC Board of Directors' vote within thirty (30) days of the date that the ISAC Board of Directors received a copy of the proposed amendment. If the ISAC Board of Directors does not vote upon the amendment within this time, it shall be considered to have approved the amendment. If the amendment receives a majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (1999).

13. NON-LIABILITY. ISAC and individual Counties shall not be liable for any acts, deeds, resolutions or other actions of COUNTY CASE MANAGEMENT SERVICES. Each individual County, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of COUNTY CASE MANAGEMENT SERVICES.

14. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any County and neither this Agreement nor any agreement that COUNTY CASE MANAGEMENT SERVICES may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any County.

15. DISPOSITION OF ASSETS. In the event this Agreement is terminated and COUNTY CASE MANAGEMENT SERVICES is abolished, all property of COUNTY CASE MANAGEMENT SERVICES shall be delivered, assigned and conveyed to ISAC, after payment of all just debts, obligations and liabilities of COUNTY CASE MANAGEMENT SERVICES.

16. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED COUNTY SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT.

COUNTY CASE MANAGEMENT SERVICES AGREEMENT

IOWA STATE ASSOCIATION OF COUNTIES

_____ Date _____
William R. Peterson
ISAC Executive Director

STATE OF IOWA)
) ss
COUNTY OF _____)

I, William R. Peterson, being first duly sworn on oath depose and state that I am the executive director of the Iowa State Association of Counties (ISAC), and that I executed the foregoing instrument as executive director of the private, nonprofit corporation and that the statements contained therein are true.

NO SEAL _____
William R. Peterson
ISAC Executive Director

Subscribed and sworn to before me this _____ day of _____, 20__.

Jerri Noboa
Notary Public in the State of Iowa

COUNTY CASE MANAGEMENT SERVICES AGREEMENT

_____ County, Iowa

Signature

Date

Chairperson _____ County Board of Supervisors

(SEAL)

ATTEST:

County Auditor

STATE OF IOWA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20__ , before me, the undersigned, a Notary Public in and for said County and State, personally _____ appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of _____ County, Iowa; that this instrument was signed and sealed on behalf of said county by authority of its Board of Supervisors; and that the said _____ and _____ as such officers acknowledged the execution of the said instrument to be the voluntary act and deed of _____ County by it and by them voluntarily executed.

(Seal)

Notary Public in and for the State of Iowa

COUNTY CASE MANAGEMENT AGREEMENT

Chairperson
Attest:
County Auditor

Date
- County Board of Supervisors

R-E-S-O-L-U-T-I-O-N #

WHEREAS, Iowa Counties desire to provide case management services; and

WHEREAS, certain Iowa Counties desire to cooperate, one with another, for the purpose of providing technical assistance and training regarding case management, and other similar services that would be more efficient and economical if provided jointly rather than individually; and

WHEREAS, each County is a public agency within the meaning of Iowa Code Chapter 28E (1991) and the Iowa State Association of counties is a private agency within the meaning of Iowa code Chapter 28E (1991):

THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF

COUNTY that this County does hereby enter into the COUNTY CASE MANAGEMENT AGREEMENT with the Iowa State Association of Counties and with other Counties, to form a separate legal entity known as COUNTY CASE MANAGEMENT SERVICES, to provide technical assistance and training regarding case management and other similar services, and the Chairperson of the Board of Supervisors is hereby empowered and directed to execute the COUNTY CASE MANAGEMENT AGREEMENT on behalf of this County.

Chairperson, Board of Supervisors

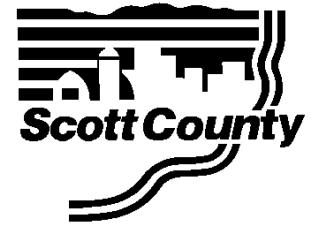
County

ATTEST:

County Auditor

DATE:

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



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

October 10, 2013

Mr. Jack Willey, Chair
County Case Management Services
5500 Westown Parkway, Ste. 190
West Des Moines, Iowa 50266

RE: Written Notice for Withdrawing From CCMS 28E Agreement

Dear Mr. Willey,

The counties are facing numerous changes in the MH/DS system over the next few years. As the state implements Integrated Health Homes (IHH), the counties will see significant changes in services.

The services we have received from CCMS will need to change. Currently, CCMS provides technical assistance to Vera French Community Mental Health Center Case Management staff as Scott County subcontracts with Vera French for that service. In discussions with Vera French, they are aware of the implementation of IHHs and are very positive about the transition. They plan to be an Integrated Health Home for many consumers in our community. Because Vera French plans to be the actual provider of the new service, there is no need to subcontract with them.

This letter serves as the written notice required in Section 4 of the 28E agreement to inform you that Scott County will withdraw from the CCMS 28E agreement effective 7/1/14. Deb Eckerman-Slack had been notified by email of this decision, but this letter serves as the formal notice.

Obviously with all of the changes occurring with MH Redesign, ACA and Integrated Health Homes, it is our hope that consumers will be better served.

Sincerely,

Scott County Board of Supervisors

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

OCTOBER 10, 2013

APPROVAL OF WITHDRAWAL FROM COUNTY CASE MANAGEMENT SERVICES
28E AGREEMENT WITH ISAC

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

Section 1. That Scott County's withdrawal from the 28E Agreement with ISAC
for County Case Management Services is approved.

Section 2. This resolution shall take effect July 1, 2014.