RESOLUTION #778-10

WHEREAS, the Mitchell County Board of Supervisors desires to enter into a "24 Hour On-Call Case Management Emergency Coverage Agreement" with the counties of Allamakee, Bremer, Chickasaw, Fayette, Grundy, Howard, Jones, Mitchell, and Tama.

NOW THEREFORE, BE IT RESOLVED by the Mitchell County Board of Supervisors that they approve the proposed Iowa Code Chapter 28E Agreement that is attached herewith as Exhibit "A", and

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors is appointed to execute said Iowa Code Chapter 28E Agreement on behalf of Mitchell County, Iowa.

PASSED AND ADOPTED this 29th day of June, 2010.

Stan Walk, Chairperson
Mitchell County Board of Supervisors

ATTEST:

Lowell Tesch, Mitchell County Auditor

Certificate

I, Lowell Tesch, County Auditor of Mitchell County, Iowa, do hereby certify that the Resolution to which this certificate is attached is a true, correct and complete copy of Resolution #778-10, adopted by the Board of Supervisors of Mitchell County, Iowa on June 29, 2010.

Dated at Osage, Iowa, this 29th day of June, 2010.

Lowell Tesch
Mitchell County Auditor

24 Hour On-Call Case Management Emergency Coverage Agreement

This Agreement is made pursuant to Iowa Code Chapter 28E (2009). It shall be known as the "24 Hour On-Call Case Management Emergency Coverage Agreement" and it shall include the Counties referred to in Addendum A to this Agreement (hereinafter collectively referred to as the "Participating Counties"). The Boards of Supervisors of each Participating County shall adopt a resolution approving this Agreement.

This Agreement does not contemplate and shall not be construed to limit or expand the powers, privileges, and authority of the Participating Counties, except as expressly stated in this Agreement.

Pursuant to this Agreement it is agreed as follows:

1. AUTHORITY TO ENTER INTO AGREEMENT. The Participating Counties are authorized to enter into this Agreement pursuant to Iowa Code §28E.12 (2009) and this Agreement shall not establish a separate legal entity to carry out the purposes.

2. PURPOSE. The purpose of this Agreement is to establish a working mechanism among the Participating Counties so that the Participating Counties may jointly provide the required 24 hour on-call case management emergency coverage pursuant to 441 IAC 90.8(2).

3. GENERAL RESPONSIBILITIES AND POWERS OF CASE MANAGEMENT PROVIDERS. A provider of case management shall have an on-call system to ensure that, in the event of an emergency, members have access to a case manager 24 hours per day, including weekends and holidays. General expectations and parameters for emergency coverage include the following:

    a. The emergency on-call system should be one component of the member's individualized crisis intervention plan and should not be the only emergency resource for the member. The system should not replace emergency services such as 911, crisis intervention lines, or emergency services from provider agencies.

    b. The case manager should never provide direct service, but rather is expected to arrange and coordinate services to make sure the member is safe.

    c. Case management providers may screen calls to identify nonemergency calls that can wait until regular business hours or to divert calls to other resources when appropriate.

    d. Time spent on responding to calls is billable time for the case management provider. Overhead costs may be included in the case management rate as an indirect cost.

4. SPECIFIC RESPONSIBILITIES AND POWERS OF PARTICIPATING COUNTIES. Case management providers in Participating Counties shall jointly provide 24 hour on-call case management emergency coverage. Specific expectations and parameters for joint provision of emergency coverage include the following:

    a. Pursuant to an agreement between Iowa Medicaid Enterprise ("IME") and Iowa State University Extension ("ISU Extension"), ISU Extension will provide the first point of contact for 24 hour on-call case management emergency coverage. If warranted, ISU Extension will divert appropriate calls to the case management provider on-call in a Participating County.

    b. Participating Counties shall develop an appropriate rotation schedule, including providing a direct contact number and backup number, to jointly provide 24 hour on-call case management emergency coverage.

    c. The case management provider on-call may make appropriate financial decisions to arrange and coordinate services for a member with legal settlement in any Participating County.

    d. If the case management provider on-call arranges services for a member in any Participating County that has a cost associated with it, the county of legal settlement shall cover that expense.

5. CONFIDENTIALITY OF INFORMATION. Information of the Participating Counties that identifies clients and services is confidential in nature. The case management provider on-call shall be allowed access to such information only as needed for performance of their duties related to the Agreement. The case management provider on-call shall not use confidential information for any purpose other than carrying out their obligations under this Agreement. The Participating Counties shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The case management provider on-call shall promptly notify the applicable Participating County of any request for disclosure of confidential information received by the case management provider on-call.

6. NON-LIABILITY. Individual Participating Counties shall not be liable for any acts, deeds, omissions, or other actions of the case management provider on-call from any other Participating County.

7. 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 affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

8. EFFECTIVE DATE. This Agreement shall become effective upon the date of passage and execution by the Boards of Supervisors of the Participating Counties, and this

Agreement is filed as required by Iowa Code §28E.8 (2009). The Auditor of each Participating County shall furnish the other Participating Counties copies of the resolution approving and authorizing the execution of this Agreement, along with a signed copy of this Agreement.

9. DURATION. The duration of this Agreement shall be perpetual in nature. A Participating County may withdraw from this Agreement upon 30 days written notice to the Board of Supervisors of each Participating County. This Agreement shall continue in full force and effect among the remaining Participating Counties.

10. COUNTERPARTS. This Agreement may be executed in several counterparts, and any executed copy thereof shall have the same force and effect as if an original.

This Agreement filed and dated by the respective parties as follows:

COUNTY OF MITCHELL

BY Stan Walk Chair
Chairman, 28 E Board of Supervisors

DATE June 29, 2010

ATTEST: Lowell Rock

Addendum A

This Agreement is made pursuant to Iowa Code Chapter 28E (2009). It shall be known as the "24 Hour On-Call Case Management Emergency Coverage Agreement" and it shall include the following Counties (hereinafter collectively referred to as the "Participating Counties"):

Tama County
Grundy County
Mitchell County
Chickasaw County
Howard County
Allamakee County
Fayette County
Bremer County
Jones County