

**28E AGREEMENT FOR  
SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES**

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 hereby join together to voluntarily form a public body corporate and political and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as Sioux Rivers Regional Mental Health and Disabilities Services (“Sioux Rivers Regional MHDS” or “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 member counties are: Dickinson, Emmet, Lyon, O’Brien, Plymouth and Sioux. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the “member counties” in this Agreement.

**SECTION 2: PURPOSE AND GOALS**

The member counties entered into this 28E Agreement to create a mental health and disabilities services region administrative entity as described in the Iowa Code to provide local access to mental health and disabilities services for adults and children and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged. Further, the 28E entity is subject to the open records and open meetings requirements of Chapter 21 and 22 of the Code of Iowa.

**SECTION 3: TERM AND TERMINATION**

- 3.1 Term. This Agreement shall be effective when the undersigned 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 by: a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional

format; and/or a majority of the member counties approve termination of Sioux Rivers Regional MHDS.

- 3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section 3.2 the Governing Board shall begin winding down Sioux Rivers Regional MHDS. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.
- 3.4 Distribution of Assets. In the event this Agreement is terminated and Sioux Rivers Regional MHDS is dissolved, all property of Sioux Rivers Regional MHDS shall be delivered, assigned and conveyed to the member counties, on a per capita basis.

#### **SECTION 4: GOVERNANCE**

4.1 Governing Board of Directors:

The governing board shall comply with all of the following requirements:

- a. Each member of the governing board shall have one (1) vote.
- b. The membership of the governing board shall not include employees of the Department of Health and Human Services or a nonelected employee of a county.
- c. The Governing Board of Directors shall be comprised of the following members.
  1. Each member county shall appoint one county supervisor to serve as a director on the governing board. Members representing the boards of supervisors shall not exceed forty-nine percent (49%) of the total board makeup. The board of supervisors of each member county shall select its directors and they shall serve indefinitely at the pleasure of the county appointing them, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any director appointed under this section may be removed for any reason by the county appointing them, upon written notice to the governing board, which notice shall designate a successor director to fill the vacancy.
  2. One person who utilizes adult mental health and disabilities services or is an actively involved relative of such an individual. This director shall be appointed by the Adult Service Advisory Committee described below. This director shall serve as a voting member and

shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.

3. One member representing the education system in the region. This director will be designated by the children's mental health advisory committee described below. This director shall serve as a voting member and shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
4. One member who is a parent of a child who utilizes children's behavioral health services or an actively involved relative of such children. This director will be designated by the regional children's mental health advisory committee described below. This director shall serve as a voting member and shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
5. One person representing adult services providers in the region. This director shall be designated by the regional advisory committee described below. This director shall serve as a voting member and shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
6. One person representing children's behavioral health services providers in the region. This director shall be designated by the regional children's advisory committee described below. This director shall serve as a voting member and shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
7. One person representing law enforcement in the region. This Director shall serve as a voting member and appointed to serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
8. One person representing the judicial system in the region. This Director shall serve as a voting member and appointed to serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two-year terms.
  - a. Any Committee-appointed Director or alternate may be removed for any reason by the Committee who appointed the Director and upon written notice to the Governing Board. The appointing Committee shall designate a successor Director to fill the vacancy.
  - b. Efforts will be made that all Directors named above will be residents of different counties within the region.

#### 4.2 Director Vacancies.

- a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the county having the right of appointment.
- b) Committee-Appointed Directors. If a vacancy 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 to fill a vacancy shall become effective upon the designation by said committee.

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

All Directors shall have one (1) vote. A quorum must be present in order for the governing board to act. A quorum shall consist of a majority of Directors. The governing board shall take action by approval from the majority of the voting members present. Proxy voting will be allowed; furthermore, a governing board director may attend meetings via electronic means and will be considered present for purposes of quorum and voting.

#### 4.5 Board Officers. The Governing Board shall organize itself and at the first meeting of each calendar year, elect a Chair, Vice-Chair and Secretary.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement
- b) The Vice-Chair shall assist the Chair. During the temporary absence or Disabilities 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.
- c) The Secretary shall keep minutes of all Board meetings. The Secretary may be a Governing Board member or a Regional employee.

#### 4.6 Powers of the Governing Board.

Except as otherwise provided in this Agreement, Sioux Rivers Regional MHDS shall be under the direction and control of the Governing Board of Directors and the Sioux Rivers Regional MHDS Chief Executive Officer (CEO). The Governing Board of Directors shall have each and all of the following powers:

- 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 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 or rules and regulations for the management and operation of Sioux Rivers Regional MHDS'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 appropriated from the state to the mental health and disability services regional services fund
- 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) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

The Board may delegate any of these powers to the Regional CEO, or Regional staff as designated by the CEO, as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

#### 4.7 Appointment of Committees

Members of any committee of the Sioux Rivers Regional MHDS shall be appointed by the Governing Board, unless otherwise prescribed by rule. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member, unless otherwise prescribed by rule.

#### 4.8 Duties of Committees

**The Regional Adult Services Advisory Committee:** The number and composition of the Adult Services Advisory Committee shall be established by action of the Governing Board and appointments to the Advisory Committee shall also be made by the Governing Board. The committee members shall serve indefinitely at the discretion of the Governing Board. The committee members at minimum shall include individuals who utilize services or actively involved relatives of such individuals; provider(s), Governing Board members, or other interested community members. This advisory committee shall advise the governing board as requested by

said board and shall also designate the appropriate voting members to the governing board as described in Section 4.1.

**The Regional Children’s Behavioral Health Services Advisory Committee:** The number and composition of the Children’s Behavioral Health Services Advisory Committee shall be established by action of the Governing Board and appointments to the Advisory Committee shall also be made by the Governing Board. The committee members shall serve indefinitely at the discretion of the Governing Board. The committee members at minimum shall include: parents of children who utilize services or actively involved relatives of such children; a member of the education system, an early childhood advocate, a child welfare advocate, a children’s behavioral health services provider; a member of the juvenile court, a pediatrician, a child care provider, a local law enforcement representative, a regional coordinator of mental health and disability services and a county supervisor representative of the governing board of directors. This advisory committee shall advise the governing board as requested by said board and shall also designate the appropriate voting members to the governing board as described above.

The Governing Board may act to create additional committees for various other purposes as it deems necessary for regional operation. Appointments to any additional committees shall be made by action of the Governing Board and until such time that the Governing Board decides the committee has executed its duties.

#### 4.9 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which the Regional Governance Board must take and for which no agreement on the particular action to be taken has been reached and has remained unresolved for sixty calendars days. The Governing Board may appoint a Dispute Resolution Committee, that would be empowered to mediate the dispute between parties.

In the event an internal dispute arises amongst or between the Governing Board, the Chief Executive Officer (CEO) or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

- a) Further mediation conducted pursuant to Chapter 679C of the Iowa Code; the cost of mediation shall be equally paid by the Region and the member county seeking mediation.
- b) If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code.

## 5. MEMBERS

### 5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- To respond to reasonable requests to make local records available to Sioux Rivers Regional MHDS for the purposes of this Agreement;
- To provide sufficient office space for the performance of contracted services at a reasonable cost;
- To support the effective collaboration of other county functions related to the provision of contracted services;
- To support regional staff as agreed, and only as needed, to deliver services to member county at the discretion of the Governing Board for the effective provision of contracted services;
- To contribute fund balances as required by this Agreement at the time of entry into the Sioux Rivers Regional MHDS (or the Effective Date for initial member counties).

### 5.2 Decisions that Require a Member Vote

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause Sioux Rivers Regional MHDS to do, any of the following acts without the prior consent of the Boards 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 in Section 5.5 below);
- c) Terminate or amend this Agreement; or
- d) Dissolve the Sioux Rivers Regional MHDS;

### 5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Governing Board of Sioux Rivers Regional MHDS by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to the Sioux Rivers Regional MHDS Governing Board Chair 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 proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

#### 5.4 Additional Member Counties

If a county wishes to become a member county of Sioux Rivers Regional MHDS after the Effective Date, the county must make a written request to the Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

- a) 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 and possess legal power and authority to do so; and
- b) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to November 15<sup>th</sup>, then such membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after November 15<sup>th</sup>, then such membership shall become effective one year from the first day of the next fiscal year, unless this deadline is waived by a majority of the member counties.

#### 5.5 Member County Withdrawal / Removal

##### a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from Sioux Rivers Regional MHDS by giving written notice to the Governing Board no later than November 15 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 fulfill its responsibilities under this agreement during the fiscal year in which the withdrawal occurs. Any administrative funds not expended by the withdrawing county shall be returned to the Region. Regional services shall continue to be provided to the withdrawing member county until the date of withdrawal. Upon withdrawal, member counties shall not be entitled to any repayment for funds, services or property expended on behalf of Sioux Rivers and all property purchased with regional funds shall remain with the region.

##### b) Member County Removal

If the Governing Board feels it is in the best interest of Sioux Rivers Regional MHDS for a member county to be removed, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. Upon removal, member counties shall not be entitled to any repayment for funds, services or property expended on behalf of Sioux Rivers and all property purchased with regional funds shall remain with the region.



## 6. STAFF

### 6.1 Regional Administrative Entity:

The Sioux Rivers Regional MHDS Governing Board of Directors shall serve as the “regional administrative entity” and shall enter into an agreement with an individual to serve as a regional mental health & Disabilities services administrator, known as the Chief Executive Officer (“CEO”). While the CEO will be considered an employee of the Sioux Rivers Regional MHDS, this individual may be an employee of any member county for other purposes.

- a) The Chief Executive Officer shall be the single point of accountability for Sioux Rivers Regional MHDS and shall be responsible for entering into performance-based contracts with the Department of Health and 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 Health and 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, and evaluation.
- b. The Governing Board shall conduct annual evaluations of the CEO. The Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary in a given situation. The Governing Board shall annually review the agreement with the CEO and shall operate under the terms of the agreement in the event an amendment or termination of the agreement is necessary in light of the CEO’s performance.
- c. At the direction of the governing board, the CEO will develop an agreement and job description(s) to be used with member counties in order to meet the staffing needs of the region. The Regional CEO will be responsible to recruit and employ staff on behalf of the region, with input from the County on whose behalf the staff will be delivering services. Regional staff shall include one or more regional coordinators of adult disabilities services, known as Service Coordinators, one or more regional coordinators of children’s behavioral health services, and necessary support staff.

As per IAC 331.390, Iowa Code a Coordinator shall possess a bachelor’s or higher-level degree in a human services-related or administration-related field, including but not limited to social work, psychology, nursing, or public or business administration, from an accredited college or university. However, in lieu of a degree in public or business administration, a coordinator may provide documentation of relevant

management experience. For job duties performed on behalf of Sioux Rivers, Service Coordinators shall be accountable to the Regional CEO and Governing Board.

Service Coordinators, with direction and oversight from the CEO, will have the following functions and responsibilities, among other assigned duties, which will be enumerated in their respective job descriptions:

- a) Strategic Plan Development;
- b) Budget Planning and Financial Reports;
- c) Operations – personnel, benefits, space, training, etc.;
- d) Risk Management;
- e) Compliance and Reporting, Coordination with CEO;
- f) Service Processing, Authorization and Access;
- g) Provider Network- development, contracting, quality and performance;
- h) Payment of Claims;
- i) Quality Assurance;
- j) Appeals and Grievances;
- k) Information Technology; and
- l) Functional Assessment (may be a specialized function of 1 or more Service Coordinators)

The Governing Board reserves the right to amend any and all job descriptions related to Sioux Rivers staff members.

All personnel employed to service the mental health functions of the region will be considered regional employees. Counties will serve as the “Employer of Record” for the provision of salaries and benefits to be paid to regional staff and will be compensated for all costs incurred on behalf of the region. For services outside of mental health, the County may contract with the region for the delivery of county services, such as general assistance, substance abuse, juvenile and related services on a per capita basis. While responsible to coordinate with County Boards, regional staff shall be accountable to the regional CEO and governing board of directors.

In addition to facilitating the functions detailed in the previous section, The CEO will assure on-going compliance with the Regional Mental Health and Disabilities Services Management Plan (Policies & Procedures). This plan, which defines the type and method of service delivery to residents of the Sioux Rivers Region, is developed by the CEO with the cooperation and input of the regional staff and stakeholders. When deemed necessary, the CEO will submit updates to this plan to the governing board not later than December 31st. An Annual Service and Budget Plan (ASBP) will be completed each spring and presented to the Governing Board for their

endorsement. Subsequent to Board approval, the ASBP will be forwarded to DHS by April 1st. In addition to the preceding documents, the CEO will submit a Quarterly Report, or update, regarding the state of regional services, to the Department of Human Services by the 15th of the month following the end of each quarter. While these documents are approved by the Sioux Rivers Governing Board of Directors, they are effective only upon the subsequent approval of the Department of Human Services.

## **7. REGION FINANCES**

### **7.1 Management & Expenditure of Funding**

#### **a) General:**

The Region will receive a per capita quarterly payment from the State of Iowa for the funding of mental health services within the region, which will be paid directly to the Regional Fiscal Agent. All MHDS funds shall be under the control of the Sioux Rivers Regional MHDS Governing Board, and shall be maintained in a common “Regional Fund” administered by the fiscal agent. All services to eligible residents of the region, regardless of in which county they reside, shall be billed directly to the fiscal agent and will be paid from this fund.

Prior to July 1, 2023 the fiscal agent will have made a quarterly payment to each County that acts as an employer of record, equal to one fourth of the amount budgeted for staff payroll, benefits and office expense for the entirety of the fiscal year. Subsequent quarterly payments will be provided to employing counties in advance, during the last week of each preceding quarter or as close to that as possible. Actual staff personnel and administrative costs will be reconciled on a semiannual basis going forward. Each County will create a local “Administrative Fund” within the general fund (with direction from the fiscal agent and DOM), into which mental health dollars will be deposited when received from the fiscal agent. Administrative costs (non-personnel) incurred in the course of doing business in each member county and on behalf of the region, as much as possible, shall be forwarded to the fiscal agent for payment. Personnel costs (CEO, Service Coordinators, Advocate and Support staff), shall be paid from the administrative fund in each county. Miscellaneous administrative costs incurred on behalf of the region by the CEO or the governing board, may be paid from either a county’s administrative fund or the regional fund, as deemed necessary and as allowed within the budget.

All regional funds, whether deposited in the regional fund or local administrative fund, shall be expended only for costs approved in the regional management plan, and in compliance with the law, direction from the governing board, CEO and other written

policies of the region. All funds and expenditures will receive management oversight from the Chief Executive Officer on behalf of the Regional Board.

The governing board shall appoint a fiscal agent annually for management of the regional fund, which shall be compensated for services to the region at a rate established by the regional governing board.

b) Use of Savings for Reinvestment

Sioux Rivers Regional MHDS will make use of the budgeting process to devise a method for using surplus funds for the enhancement of existing services and the development of additional services, in order to benefit consumers throughout the region. In effecting the above, the region will comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of regional funds.

7.3 Process for Annual Independent Audit

Administrative fund accounts of Sioux Rivers Regional MHDS shall be audited annually by a certified public accountant licensed in the state of Iowa, as selected by the Governing Board, or as prescribed by the State of Iowa. The annual audit shall be submitted to HHS upon its completion.

## **8. SCOPE & AMENDMENTS**

### 8.1 Amendments

The Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

### 8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of Sioux Rivers Regional MHDS.

### 8.3 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.

#### 8.4 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.

#### 8.5 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, THE SIOUX RIVERS GOVERNANCE BOARD APPROVES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2023:

BY: Kim Wermersen  
Sioux Rivers Regional MHDS Governance Board Chairperson

\_\_\_\_\_  
Signature: Sioux Rivers Governance Board, Chairperson

\_\_\_\_\_  
Date

ATTEST:

Don Kass  
Sioux Rivers Regional MHDS Governance Board Vice Chairperson

\_\_\_\_\_  
Signature: Sioux Rivers Regional MHDS Governance Board, Vice Chairperson

\_\_\_\_\_  
Date



SIGNATURE PAGE

IN WITNESS WHEREOF, O'BRIEN COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: Nancy McDowell  
Chairperson, O'Brien County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Barb Rohwer  
O'Brien County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
O'BRIEN COUNTY                 )

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 duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of O'Brien County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said O'Brien County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa





SIGNATURE PAGE

IN WITNESS WHEREOF, PLYMOUTH COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: Don Kass  
Chairperson, Plymouth County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Stacey Feldman  
Plymouth County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
PLYMOUTH COUNTY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and ) \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Plymouth County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Plymouth County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa



SIGNATURE PAGE

IN WITNESS WHEREOF, SIOUX COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: Jerry Muilenburg  
Chairperson, Sioux County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Joe VanTol  
Sioux County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
SIOUX COUNTY                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and ) \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Sioux County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Sioux County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa



SIGNATURE PAGE

IN WITNESS WHEREOF, LYON COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: Josh Feucht  
Chairperson, Lyon County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Jennifer Smit  
Lyon County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
LYON COUNTY                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and ) \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Lyon County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Lyon County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa



SIGNATURE PAGE

IN WITNESS WHEREOF, DICKINSON COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: William C. Leupold  
Chairperson, Dickinson County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Lori Pedersen  
Dickinson County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
DICKINSON COUNTY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and ) \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Dickinson County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Dickinson County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa





IN WITNESS WHEREOF, EMMET COUNTY EXECUTES THIS AMENDED VERSION OF THE SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES 28E AGREEMENT, EFFECTIVE JULY 1, 2022:

BY: Jeff Quastad  
Chairperson, Emmet County Board of Supervisors

\_\_\_\_\_  
Signature

ATTEST: Amy Sathoff  
Emmet County Auditor

\_\_\_\_\_  
Signature

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA                    )  
  ) ss.  
DICKINSON COUNTY                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and ) \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Emmet County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Emmet County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County  
And State of Iowa