

Note: The following is a template 28D Interagency Agreement developed by the Iowa Department of Public Health for use by local boards of health seeking to interchange personnel with other local boards of health or county agencies.¹ The template is offered for informational purposes as a starting point for counties to use for discussion. The template does not constitute or replace the need for legal advice, and counties should seek advice from their county attorney or other legal counsel prior to entering into a 28D or any other legally binding agreement.

28D INTERAGENCY AGREEMENT

between

[insert agency]

and

[insert agency]

28D # [insert number]

1.0 IDENTITY OF PARTIES.

- 1.1 Receiving Agency. The [insert receiving agency] (referred to in this document as [insert acronym]) is located at [insert address] and is the receiving agency for this Agreement.
- 1.2 Sending Agency. The [insert sending agency] (referred to in this document as [insert acronym]) is located at [insert address] and is the sending agency for this Agreement.

¹ Local boards of health seeking to enter into a cross-jurisdictional agreement to share resources, staff, or services have several legal options, and should utilize the form of agreement recommended by their legal counsel. These forms may include the following: (1) a 28D Agreement – appropriate if the parties are seeking to interchange personnel to perform defined services for a defined period of time; (2) a 28E Agreement – appropriate if a county seeks an agreement with one or more public or private agencies for joint or cooperative action and does not have independent statutory authority to do so (§§ 28E.4 – 28E.6); (3) a 28E Agreement – appropriate if a county seeks to contract with another public agency for governmental services and does not have independent statutory authority to do so (§ 28E.12); (4) a contract or other written agreement (MOU, MOA) with another public agency based on the county’s authority under Iowa Code section 137.104(2)(c) to engage in contracts with other agencies to provide personal and population-based services; (5) a contract or other written agreement (MOU, MOA) with another public agency based on other independent legal authority; or (6) formation of a district board of health pursuant to Iowa Code section 137.106.

2.0 DURATION OF AGREEMENT.

The term of this Agreement shall commence on [insert date] and shall continue in full force and effect through [insert date], unless terminated earlier in accordance with the Termination section of this Agreement. The term of this Agreement shall not exceed twenty-four (24) months, except that an employee may be assigned for an additional twenty-four (24) month period upon the agreement of the employee and both the receiving and sending agencies.

3.0 PURPOSE.

Iowa Code chapter 28D provides a legal framework for interchanging personnel between and among governmental agencies for the purpose of enhancing intergovernmental cooperation to resolve problems affecting this state. The parties have entered into this Agreement pursuant to Iowa Code chapter 28D for the purpose of interchanging the services of [insert description of the position]. The [insert position] is an employee of [insert the name of the sending agency]. This Agreement delegates supervision of the [insert position] to [insert name of the receiving agency] and clarifies the responsibilities of the parties.

4.0 STATUS OF [INSERT NAME OF POSITION].

[Insert name of position], as an employee of [insert name of sending agency] shall be considered during the term of this Agreement to be on detail to regular work assignments. The [insert name of position] shall be throughout this Agreement an employee of [insert name of sending agency] and shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain an employee of the [insert name of sending agency] for all other purposes except that the day-to-day supervision and work detail of their duties during the period of this Agreement shall be governed by the [insert name of receiving agency].

An employee who participates in an exchange under Iowa Code chapter 28D and who suffers disability or death as a result of personal injury arising out of and in the course of an exchange, or sustained in the performance of duties in connection therewith, shall be treated, for the purposes of the sending agency's employee compensation program, as an employee who has sustained such injury in the performance of such duty.

No employee shall be assigned or detailed without the employee's expressed consent or by using coercion to obtain such consent.

5.0 SCOPE OF WORK

As the sending agency, [insert name of sending agency] designates [insert name of person/position] to perform the following duties for the [insert name of receiving agency]:

5.1 [insert detailed list of the public health work and services to be performed by the position participating in the exchange]

5.2

5.3

6.0 RESPONSIBILITIES OF THE PARTIES

6.1 The [insert name of receiving agency] shall:

- 6.1.1 Provide the office space, furniture, equipment, and materials necessary for the [insert name of position] to perform all duties included in the scope of work, including [insert specific IT or other requirements].
- 6.1.2 Provide day-to-day supervision and a quarterly written status report of services performed by the [insert name of position] pursuant to this Agreement. Status reports are due fifteen (15) days after the end of the quarter.
- 6.1.3 Provide immediate communication of any concerns regarding the performance of [insert name of position] to [insert contact information for sending agency].
- 6.1.4 Pay all salary, benefits, and related expenses of [insert name of position] during the period of assignment.
- 6.1.5 Pay, in accordance with the travel regulations of [insert name of receiving agency], travel expenses of [insert name of position] during the period of assignment on the same basis as if [insert name of position] were a regular employee of the [insert name of receiving agency].
- 6.1.6 Maintain records and documents which sufficiently and properly document and explain all charges billed throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records.

6.2 The [insert name of sending agency] shall:

- 6.2.1 Oversee the budget and work performance of the [insert name of position]. [Insert details of budget, invoicing, and financing here].
- 6.2.2 Administer personnel-related matters (other than day-to-day supervision and payroll), including but not limited to performance evaluations, discipline, and discharge.

7.0 TERMINATION.

7.1 This agreement may be terminated by either party by written notice of intent to terminate at least sixty (60) in advance of desired termination date. In the event of such termination, [insert name of sending agency] shall be reimbursed by [insert name of

receiving agency] only for those allowable costs incurred or encumbered prior to the termination date.

- 7.2 The performance by either party of any of its obligations under the Agreement shall be subject to and contingent upon the availability of federal, state, and other funds lawfully applicable for such purposes. If either party determines that the necessary funds are not available at any time during the agreement term, either party may issue a termination notice at least thirty (30) days prior to the effective date that funds to continue this agreement will no longer be available.

8.0 AGREEMENT ADMINISTRATION

- 8.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement shall be fully executed by both parties.
- 8.2 Additional Provisions. The parties agree that if an Addendum, Attachment, or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 8.3 Confidentiality. Both parties shall comply with all applicable federal, state, and local laws and regulations regarding maintaining the confidentiality of all records and data subject to this Agreement. The [insert name of position] shall have access to [insert name of relevant data systems such as IDSS or IRIS] on behalf of and as an authorized user of [insert name of receiving agency] while performing work and services pursuant to this Agreement and shall be subject to all privacy and confidentiality restrictions and agreements of such system and of [insert name of receiving county].
- 8.4 Lobbying. No federal appropriated funds have been paid or will be paid on behalf of the Agreement to any person for influencing or attempting to influence an officer or employee of any Federal agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form Report Lobbying," in accordance with its instructions.

No State appropriate funds shall be used for the compensation of a lobbyist. For purposes of this section, "lobbyist" means the same as the term is defined in Iowa Code Section 68B.2; however, "lobbyist" does not include a person employed by a state agency of the executive branch of state government who represents the agency relative to the passage,

defeat, approval, or modification of legislation that is being considered by the general assembly.

- 8.5 This Agreement supersedes all prior Agreements between the parties for services provided in connection with this Agreement.
- 8.6 Notices. Notices under this Agreement shall be in writing and sent to the parties at the addresses as they appear in Section 1 hereof. The effective date for any notice under this Agreement shall be the date of mailing which may be affected by certified U.S. Mail, return receipt requested, with postage prepaid thereon, or by recognized overnight delivery service such as Federal Express or UPS.
- 8.7 The parties to this agreement shall attempt to mediate disputes which arise under this Agreement by engaging in mediation with a mutually agreed upon mediator. Each party shall bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration.
- 8.8 This Agreement is subject to approval by the local boards of health.

EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

[insert receiving agency]

[insert sending agency]

By: _____

By: _____

[insert name], Chair

[insert name], Chair