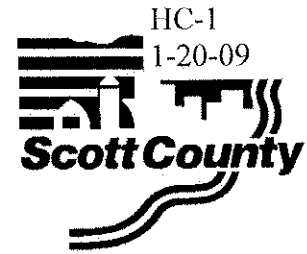


Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



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

January 12, 2009

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Revised 28E Agreement for Mental Health Advocate Services

The Mental Health Advocate is a position which is under the direction of the Chief Judge of the District. However, the position is paid for by the county. Rose McVay is the Mental Health Advocate for Scott, Cedar and Muscatine Counties. Chief Judge Alpers recently appointed Rose to be the Mental Health Advocate for Clinton County, thus expanding her current duties.

In 2001, Scott County agreed to enter into a 28E Agreement with Cedar and Muscatine Counties for Mental Health Advocate Services. The agreement is automatically renewed each year unless terminated by one or more parties or there are concerns with the agreement/services. Rose McVay is excited about serving Clinton County citizens. She has been an advocate for fourteen years and does a great job.

With the additional county, the billing percentages for each county will change. Partner counties are responsible for a percentage of expenses of the Advocate. The percentages are based on approximate caseload size. Rose McVay assisted in the adjustment of the percentages to accurately reflect her client caseload in each county.

Currently, Scott County pays 72%, Cedar County pays 8% and Muscatine pays 20% of the expenses. The caseloads were reviewed and the new percentages will be: Scott County 46%, Cedar County 7%, Clinton County 28% and Muscatine County 19%. The change in percentage for Scott County means a savings of approximately \$22,000.

I have had discussions with Cedar and Muscatine Counties about the changes. Both counties support Rose McVay's additional county responsibilities and the percentage changes.

If the Board of Supervisors agrees with the revised 28E Agreement, I will forward it on to Cedar, Clinton and Muscatine Counties for their consideration. I will be available at the Committee of the Whole to discuss the revised agreement and answer any additional questions.

28E AGREEMENT
FOR
MENTAL HEALTH ADVOCATE SERVICES

Whereas, Cedar, Clinton, Muscatine, and Scott Counties are desirous to enter into this Agreement regarding Mental Health Advocate Services pursuant to statutory authority under Chapter 28E of the Code of Iowa,

Whereas, Pursuant to Iowa Code Section 229.19, the Court shall appoint a Mental Health Advocate for each of the counties that are part of this agreement.

Whereas, under Section 229.19, counties are obligated to compensate the Advocate for their services.

Therefore, Cedar, Clinton, Muscatine and Scott Counties agree to share in the expense for the Advocate as follows:

1. The Mental Health Advocate shall be employed by Scott County on a full time basis.
2. The Advocate salary shall be as set by the Chief Judge of the 7th Judicial District. The Chief Judge has determined that the Advocate will be entitled to an annual cost of living salary increase as provided to Scott County non-represented employees. Increases are determined annually by the Scott County Board of Supervisors.
3. The Advocate shall be entitled to all benefits provided to full time non-represented employees of Scott County as determined by the Scott County Board of Supervisors and as specified in Scott County Personnel Policies.
4. The partner counties will be responsible for a percentage of the expenses incurred in the employment of the Advocate. The percentages are established on approximate case load size and are outlined in Attachment A.
5. All compensation and expenses will be initially paid by Scott County and billed for reimbursement to the other participating counties on a monthly basis, based on the percentages on Attachment A. Each participating county agrees to reimburse Scott County within thirty (30) days of receipt of the billing.

6. Expenses billed to counties will be all costs of the employment of the Advocate, including: salary, benefits, mileage and travel expenses, phone charges, miscellaneous office expenses, staff development costs.
7. This Agreement may be amended at any time by approval of such written amendments by all participating Counties.
8. If any party wishes to terminate this Agreement, said party shall deliver to each of the other parties a written forty-five (45) day notice of termination.
9. This Agreement shall be effective January 1, 2009, and shall be subject to automatic annual renewal for a period of one year at the beginning of each fiscal year (July 1) unless terminated by one or more parties, in accordance with the provisions of Article 8.
10. This agreement, pursuant to chapter 28E.8 of the Code of Iowa, shall be filed with the Secretary of State and recorded with the County Recorder.

This agreement shall become effective on the first day of the first month following approval of the participating Counties and proper filing and recording as prescribed in the Code of Iowa.

Signatures:

Jim Hancock, Chairman
Scott County Board of Supervisors

Date

Wayne Shoultz, Chairman
Muscatine County Board of Supervisors

Date

Jon Bell, Chairman
Cedar County Board of Supervisors

Date

Dennis Starling, Chairman
Clinton County Board of Supervisors

Date

ATTACHMENT A

Percentage of expenses incurred in the employment of the Advocate:

<u>COUNTY:</u>	<u>PERCENTAGE:</u>
Scott County	46%
Muscatine County	19%
Cedar County	7%
Clinton County	28%