

EASTERN IOWA MH REGION 28E AGREEMENT

INTERGOVERNMENTAL (28E) AGREEMENT

FOR

EASTERN IOWA MENTAL HEALTH-DISABILITY SERVICES REGION

The article of agreement is entered into this ___ day of _____, 2014, by Cedar County, Clinton County, Jackson County, Muscatine County and Scott County; collectively hereinafter referred to as “member counties”; as indicated by the actions of each having adopted this Agreement by resolution of their respective governing bodies, and hereby join together to create the Eastern Iowa Mental Health-Disability Services Region, hereinafter “Region”, to serve as a separate legal entity pursuant to Iowa Code Chapter 28E and Iowa Code Section 331.388 et seq., and any amendments thereto.

In consideration of the mutual covenants and agreements hereinafter set forth, the member parties agree as follows:

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 initial member counties are Cedar County, Clinton County, Jackson County, Muscatine County and Scott County. 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 disability service regional administrative entity as described in the Iowa Code §331.388 et seq. to provide local access to mental health and disability services for adults and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 Term. This Agreement shall be effective upon the ratification of all member counties and this Agreement is filed with the Iowa Secretary of State.
- 3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by:
 - a) 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; or

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- b) a majority of the member counties after providing notice no later than November 15th that the county's governing body has passed a resolution indicating its intent to withdraw from the Region.
- 3.3 Dissolution of Region. In the event the Agreement is terminated as provided in Section 3.2, the Governing Board shall begin dissolving the Region effective for the succeeding June 30th.
- 3.4 Distribution of Assets. In the event this Agreement is terminated and the Region is dissolved, all property of the Region shall be delivered, assigned and conveyed to the member counties pro rata based on the population of each member county. If member counties provide notice of their intent to withdraw from the Region any asset division will be made pursuant to Section 5.5 of this agreement.

SECTION 4: GOVERNANCE

- 4.1 Governing Board of Directors: The Governing Board of Directors shall contain the following Directors:
- a) Each member county shall appoint one of its supervisors to serve as a Director on the Governing Board. The Director shall serve at the pleasure of the County appointing the Director.
 - b) At least one individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the Regional Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the effective date, with appointments thereafter to be for two year terms.
 - c) At least one individual representing service providers in the Region. This Director shall be appointed by the Regional Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board of the Region. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two year terms, with the initial term beginning upon the Effective Date.
- 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

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Director, the vacancy shall be filled within thirty (30) days of its occurrence by the county having the right of appointment.

- b) Regional Advisory Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director due to death, change in status warranting appointment, 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 approval of the Governing Board of the Region and shall be for the remaining term of the Director being replaced.

4.3 Voting Procedures for Governing Board Members. Each County shall have one vote, exercised by its appointed Director. A quorum must be present in order for the Governing Board to take action. A quorum shall be three (3) county-appointed Directors. The Governing Board shall take action by approval from the majority of the Directors present. Voting shall be done by roll call vote. A Governing Board Director may attend up to two (2) meetings per year via electronic means and be considered present for purposes of quorum and voting. Proxy voting is prohibited.

4.4 Board Officers. The Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the Director from the county serving as Vice Chair from the preceding year shall be the Chair and the Governing Board shall elect a Vice-Chair and Secretary for the next ensuing one (1) calendar year.

- a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement. The Chair shall perform such other duties as are usually exercised by the Chair of a Governing Board or as specifically authorized by this agreement, any bylaws or the management plan.
- b) The Vice-Chair shall preside and act in the capacity of the Chair in the absence of the Chair.
- c) The Secretary shall ensure that a complete and accurate record of the Governing Board's acts and proceedings are kept. In the absence of the Chair and Vice-Chair the Secretary shall act in their capacity.

4.5 Powers of the Governing Board. Except as otherwise provided in this Agreement, the Region shall be under the direction and control of the Board of Directors and the Chief Executive Officer. The Governing Board shall serve as the Regional Administrative Entity, as defined in Iowa Code Section 331.388(4). The Governing Board of Directors shall have all of the following powers:

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- a) Any powers and authority granted to the Region by Iowa Code Chapter 28E or Iowa Code §331.388 et seq. 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;
- b) To contract with any public or private entity to provide all necessary services;
- c) To authorize the acquisition, holding, disposal of, and leasing such real and personal property it deems necessary to fulfill the purposes of this Agreement;
- d) To receive and allocate funds from each member county as set forth in this Agreement;
- e) To accept, receive and administer grants or other funds or gifts for the purposes of carrying out the functions of this agreement; and to review and approve the expenditures of all funds budgeted;
- f) To approve an annual services and budget plan, including expenditures pursuant to Iowa Code Section 331.392(4)(a) for the following fiscal year beginning the next July 1;
- g) To establish a system of accounting and budgeting, and a system for receiving payments;
- h) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- i) To sue and be sued;
- j) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- k) 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;
- l) Act as oversight and hear any appeals of decisions made by the Regional Management Team;
- m) To establish the times and places for business meetings pursuant to Iowa Code Chapter 21 the agenda shall be posted in the building of the location of the meeting. Other counties may post in the same way they post agendas for their Board meetings for informational purposes. The minutes of the meetings shall be published in the Quad City Times. All meetings will be governed by Roberts Rules of Order, Revised unless otherwise provided; and
- n) 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 staff of the Region or staff of member counties serving the Region as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions consistent with law or this Agreement.

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4.6 Committees

- a) A Regional Advisory Committee shall be appointed by the Governing Board and have two from each member county's advisory committee and a director of the Governing Board. The committee members shall include a mixture of individuals who utilize services or actively involved relatives of such individuals and service providers. The committee shall include the Community Services Director (formerly known as CPC) of each member county as ex officio non-voting members. The advisory committee shall advise the Governing Board as requested by the Governing Board and shall also make designations of the ex officio members of the Governing Board as described above. A quorum shall be six (6) voting members.
- b) Members of the Regional Advisory Committee shall be appointed by the Governing Board. Committee members shall serve two (2) year terms. The initial appointment of half of the members shall be for one (1) year with appointments thereafter to be for two years, so as to stagger the appointments.
- c) The Governing Board may take action to create additional committees for various other purposes it deems appropriate and to determine the extent and purpose of said committees.
- d) All meetings shall comply with Iowa Code Chapter 21 and Section 4.5(m) of this agreement.

4.7 Methods for Dispute Resolution

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

- a) Mediation conducted pursuant to Chapter 679C of the Iowa Code;
- 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:

- a) To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement;

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- b) To support the effective collaboration of other county functions related to the provision of contracted services;
- c) To provide county staff as agreed to between the member county and the Governing Board for the effective provision of services; and
- d) To contribute funds as required by this Agreement.

5.2 Decisions that Require an Individual Member Votes

The Governing Board shall not have authority to, and they covenant and agree that they shall not do, or cause the Region 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 below);
- c) Terminate or amend this Agreement; or
- d) Dissolve the Region.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 may be presented to the member counties by resolution of the Governing Board of the Region 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 may 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 Region's 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. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated at a Governing Board meeting.

5.4 Additional Member Counties

If a county wishes to become a member county of the Region after the effective date, the county must make a written request to the Region's 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

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- b) if the new written county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to November 15th, 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 15th, then such membership shall become effective one year from the first day of the next fiscal year. The timing requirements in this subsection may be waived by the Governing Board for cause, including in the event the Region is required by law or by the Iowa Department of Human Services to accept a new member county.

5.5 Member County Withdrawal / Removal

a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region 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 pay its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs and any other past due amounts. Services of the Region 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 provided to the Region.

b) Member County Removal

If the Governing Board feels it is in the best interest of the Region for a member county to be removed from the Region, 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 provided to the Region.

6. STAFF

6.1 Selection Process for Chief Executive Officer

The Chief Executive Officer shall be the Community Services Director (formerly known as Central Point of Coordination or CPC) from the county of the Governing Board Chair, so as not to increase administrative costs. The Chief Executive Officer shall be appointed by the Governing Board and serve for one (1) year. The Community Services Director, even during their term as the Chief Executive Officer, shall remain employee of their respective county and shall report to both their respective Board of Supervisors and the Region's Governing Board.

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6.2 Performance Evaluation of Chief Executive Officer

The Governing Board shall conduct annual evaluations of the Chief Executive Officer. The Governing Board may conduct additional evaluations of the Chief Executive Officer at any time, as it deems necessary in a given situation. All evaluations shall be summarized in writing and submitted to the Board of Supervisors of the member county which employs the respective Chief Executive Officer. In the event the Governing Board determines that it is not in the best interest of the Region for a particular person to continue to serve as a Chief Executive Officer, the Governing Board shall inform the Board of Supervisors of the member county employing such person. The member county will then have 30 days to select a replacement to serve as the Chief Executive Officer. If no substitute Chief Executive Officer is selected within that time period, the Governing Board may take action to select an employee of another member county to take over the necessary Chief Executive Officer duties.

In the event the Chief Executive Officer resigns, retires or otherwise has his or her employment with the member county terminated, the Governing Board shall appoint an acting Chief Executive Officer within thirty (30) days who shall serve until the Governing Board Chair's county has a new Community Services Director.

6.3 General functions and responsibilities of staff

- a) The Chief Executive Officer will be responsible for duties including but not limited to the sole contact for the Region to the Department of Human Services (DHS), submit required reports to DHS, sign various reports and plans after Governing Board approval, oversee contracts entered into by the Governing Board, prepare agendas and minutes of the Governing Board and the Regional Advisory Committee and other duties as directed by the Governing Board.
- b) The Chief Executive Officer may employ or contract with persons or entities (including contracting with member counties for member county employees to provide services to the Region) to perform services to meet the needs of the Region. However, the terms of all employment or contracts shall be approved by the Governing Board.
- c) A Regional Management Team shall consist of coordinators of disability services (as defined in Iowa Code Section 331.390(3)b)) also known as the Community Services Directors or CPCs of each member county whose duties shall include such activities as assisting the Chief Executive Officer, agreeing on exceptions to policies, ensuring that

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timely data is collected and submitted to the Chief Executive Officer for inclusion in reports, accurate financial reporting, developing and submitting annual county budgets, coordinating and recommending the regional budget, monitoring of revenues and expenditures, assuring evidence based practices are used, and making recommendations for agenda items before the Governing Board and Regional Advisory Committee.

- d) The Region may contract for services for functions and responsibilities including but not limited to:
- 1) Communications;
 - 2) Strategic Plan Development;
 - 3) Risk Management;
 - 4) Annual audit;
 - 5) Provider Network- development, contracting, quality and performance;
 - 6) Quality Assurance; and
 - 7) Information Technology.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

- a) General: The Governing Board through its budget adoption authorizes expenditures of funds at the county and regional level. The Regional Pool account is available to provide funding for new service programs of the Region, revenue shortfalls anticipated through the budget process by each member county and any other expenditure deemed appropriate by the Governing Board. Each member county will prepare individual budgets to determine their county's projected service, required fund balance and revenue levels. Revenues in excess of a county's projected service and required fund balance levels shall be deposited into a Regional Pool account. County's identifying a revenue shortfall shall request additional funding from the Regional Pool account. The Regional Management Team will review the individual county budgets and identify any additional funding reallocations, shortfalls and fund balance levels.
- b) Administrative Funding and Resources:

Administrative costs shall be a component of the Region's budget. Such costs shall be paid through the process described in Section 7.1(a) and any funds or resources for administrative costs of the Region shall be collected through this same process.

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c) Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

7.2 Process for Initial Funding to Begin Operations

On a date to be established by the Governing Board, each initial member county shall transfer its MHDS fund balance to the Region, with such funds to be collected and expended through the process described in Section 7.1(a).

7.3 Process for Annual Independent Audit

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board.

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 the Region.

8.3 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.

8.4 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.

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SIGNATURE PAGE

IN WITNESS WHEREOF, _____ COUNTY EXECUTES THIS 28E AGREEMENT, CREATING
EASTERN IOWA MENTAL HEALTH-DISABILITY SERVICES REGION

EFFECTIVE _____:

BY: _____
(print name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(print name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
_____ COUNTY)

On this _____ day of _____, 2014, 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 _____ 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 _____ 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