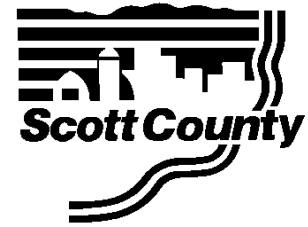


Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



Item 12
08-11-15

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

August 3, 2015

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Amended 28E Agreement for Mental Health Advocate Services

The Mental Health Advocate position, effective July 1, 2015, became the responsibility of the counties. The current Mental Health Advocate, Rose McVay, was “grandfathered” into her current position according to House File 468. She currently serves as the advocate for our mental health region, Cedar, Clinton, Jackson, Muscatine and Scott County, under a 28E agreement.

At the May Eastern Iowa MH/DS Regional Governing Board meeting, members expressed an interest in continuing to operate under a 28E agreement that way the advocate would continue to serve all five counties. The 28E agreement was amended to reflect regional language as well as employer of record language. All compensation and expenses will be paid by Scott County and billed for reimbursement from the other participating counties on a quarterly basis.

The agreement is automatically renewed each year unless terminated by one or more parties or if there are concerns with the agreement/services. Partner counties are responsible for a percentage of expenses of the Advocate as indicated in Attachment A. The percentages are based on approximate caseload size.

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

AMENDMENT
28E AGREEMENT
FOR
MENTAL HEALTH ADVOCATE SERVICES

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

Whereas, prior to July 1, 2015 Iowa Code Section 229.19 required the Court to appoint and supervise the Mental Health Advocate for each of the counties that are part of this agreement. Now this section of the Code has been amended by the State Legislature in 2015 to allow the counties to appoint and supervise the Mental Health Advocate, and

Whereas, under Section 229.19, the counties continue to be obligated to compensate the Advocate for their services and to provide funding for travel, training and supplies, and

Whereas, Cedar, Clinton, Jackson, Muscatine and Scott Counties are members of the Eastern Iowa Mental Health/Disability Services (MH/DS) Region and have shared services and Scott County agreed to serve as the employer of record and the Region's fiscal agent,

Therefore, it is agreed that Scott County will continue to serve as the employer of record and the counties will continue to provide funding in the following manner:

1. The Mental Health Advocate shall be employed by Scott County on a full time basis and receive the pay and benefits entitled to a nonunion employee. A job description and salary range will be determined for the Advocate position by Scott County. The appointment will be recommended by the Eastern Iowa MH/DS Region's Management Team and approved by the Scott County Board of Supervisors. The Advocate will be supervised by the Community Services Director of Scott County including performance review and merit raise.
2. 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.
3. All compensation and expenses will be initially paid by Scott County and will be billed for reimbursement to the other participating counties on a quarterly 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.

4. 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, and staff development costs.
5. This Agreement may be amended at any time by approval of such written amendments by all participating Counties.
6. If any party wishes to terminate this Agreement, said party shall deliver to each of the other parties a written ninety (90) day notice of termination.
7. This Agreement shall be effective July 1, 2015, 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 6. The annual percentages Attachment A can be amended annually by resolution of the participating County Board of Supervisors.
8. 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.

Signatures:

Thomas Sunderbruch, Chair Scott County Board of Supervisors	Date
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Kas Kelly, Chair Muscatine County Board of Supervisors	Date
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Jeff Kaufmann, Chair Cedar County Board of Supervisors	Date
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John Staszewski, Chair Clinton County Board of Supervisors	Date
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Larry J. Koos, Chair Jackson County Board of Supervisors	Date
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THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

August 13, 2015

APPROVING THE AMENDED 28E AGREEMENT FOR THE MENTAL HEALTH
ADVOCATE SERVICES BETWEEN CEDAR, CLINTON, JACKSON,
MUSCATINE AND SCOTT COUNTIES

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. In that Cedar, Clinton, Jackson, Muscatine, and Scott Counties participate in an agreement regarding Mental Health Advocate services pursuant to the statutory authority under Chapter 28E of the Code of Iowa;
- Section 2. And that such 28E Agreement provides that Cedar, Clinton, Jackson, Muscatine and Scott Counties agree to share in the revised percentage of expenses of the Mental Health Advocate as outlined in the Agreement (Attachment A);
- Section 3. Therefore, the revised 28E Agreement for Mental Health Advocate services is approved and the Chairman is authorized to sign the Agreement.
- Section 4. This resolution shall take effect immediately.

ATTACHMENT A

Percentage of expenses incurred in the employment of the Advocate:

<u>COUNTY:</u>	<u>PERCENTAGE:</u>
Scott County	52 %
Muscatine County	20 %
Cedar County	4 %
Clinton County	18 %
Jackson County	6 %