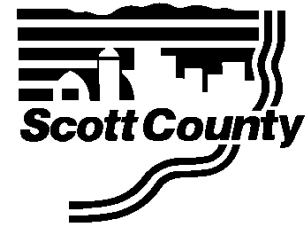


**Community Services Department**

600 W. 4<sup>th</sup> St.  
Davenport, Iowa 52801



Item #18  
6/27/17

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

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June 20, 2017

TO: Mahesh Sharma

FROM: Lori A. Elam

RE: Memorandum of Understanding between the Eastern Iowa MH/DS Region and Scott County regarding the CEO position

Enclosed is the proposed memorandum of understanding for the Regional CEO position.

During a Regional Strategic Planning session last fall, the region agreed to hire a permanent CEO. The current practice is to rotate the county CPC based on the county board chair. The Department of Human Services (DHS), in a report to the State Legislature dated December 1, 2016, strongly encouraged the regions to have a permanent CEO for consistency.

The Eastern Iowa Region Board requested letters of intent and resumes. There was only one submitted. The region conducted an interview on May 8, 2017. At the May Eastern Iowa Regional Governing Board meeting, the Board approved Lori Elam to serve as the CEO effective July 1, 2017.

Scott County will be the “employer of record” and salary/expenses will be split 90% regional and 10% county. The memorandum outlines the CEO and Region’s scope of services as well as the county scope of services. The manner of financing and terms of agreement have also been spelled out in the memorandum.

I will be available at the Committee of the Whole meeting for any questions.

**Memorandum of Understanding  
Between Scott County and Eastern Iowa Mental Health Region**

This memorandum of understanding is entered into this 1<sup>st</sup> day of July, 2017, between Scott County, Iowa (hereinafter County) and Eastern Iowa Mental Health Region (hereinafter Region) regarding duties and expenses of the Region's Chief Executive Officer (hereinafter CEO).

*Whereas*, the Region has appointed Lori Elam as the CEO;

*Whereas*, the Region's 28E agreement states that CEO "shall be considered a shared employee of the Region/County, for employment purposed the CEO shall be considered an employee of the County of record";

*Whereas*, the County agrees to be the employer of record and pay 10% of the CEO's salary and expenses as outlined herein, the parties desire additional clarification;

*Now therefore*, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- I. CEO and Region Scope of Services
  - A. The job description for the CEO is attached and incorporated into this agreement. It is attached as Appendix A.
  - B. The CEO will continue to perform duties for the County that include but are not limited to general supervision over the Community Services Department and its staff. Oversight of the Community Services budget which includes general assistance, veterans' services, County authorized agencies (such as CASI, CHC and DHS), and general county business.
  - C. The CEO will continue to participate in community activities which have a benefit for the County so long as not in conflict with the Region.
  - D. The Region shall be solely responsible for setting the salary or wage adjustments of the CEO. The Region shall provide the County's Human Resources Department with written verification of any salary or wage adjustments prior to any personnel actions being effective. The County as employer of record will issue a bi-weekly pay advice less customary payroll deduction and perform other payroll related functions.
  - E. The Region shall provide the CEO with benefits including but not limited to health, dental, vision, life and LTD insurance equal to those

benefits provided to County Department Heads.

- F. The Region shall be solely responsible for conducting the performance evaluation of the CEO. The County may provide input to its representative on the Region Board of Directors.

## II. County Scope of Services

- A. The County will provide the CEO office space in order to perform her duties and administrative support of other County offices.
- B. IT support may include:
  - i. Computer laptop/notebook solely for use regarding County/Region appointed official business and controlled by Scott County Information Technology;
    - 1. Scott County Information Technology is not responsible for network connectivity outside of the Scott County Network.
  - ii. General e-mail address Lori.Elam@scottcountyiowa.com for the Region and general e-mail address for CEO (Lori.Elam@scottcountyiowa.com).
  - iii. Cell phone access which links with the County mail server.
- C. If the Region does not adopt a specific policy the County's General Policies and Human Resources Manual shall apply.

## III. Manner of Financing

- A. County agrees to bill the Region for 90% of the CEO's cost as it relates to salary and benefits annually.
- B. The Region shall be charged 100% for all travel costs of the CEO. In the rare circumstance that the travel is solely related to County business the County will pay said expenses.
- C. Discussion of funding support for the CEO will occur annually as part of the County and Region budget process; amendments during the fiscal year will only be considered when directly related to unexpected costs.

## IV. Term of Agreement: It is agreed to by the parties that this agreement may be terminated in any of the following ways:

- A. Either party may terminate the agreement by providing ninety (90) days written notice to the Chairperson of either party. If Scott County is the current Chairperson of the Region, said notice shall be delivered to the Vice Chairperson of the Region.

- B. Immediately upon separation (i.e. resignation, termination or death) of the CEO's at-will employment with the Region.

**ENTIRE AGREEMENT**

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto.

**PARTIAL INVALIDITY**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by, and construed under, the laws of the State of Iowa. Jurisdiction and venue for all purposes shall be in the County of Scott, State of Iowa.

**For and on behalf of the Scott County Board of Supervisors:**

**By:** \_\_\_\_\_  
**Chairperson**

**For and on behalf of Eastern Iowa Mental Health Region:**

**By:** \_\_\_\_\_  
**Chairperson**

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JUNE 29, 2017

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN SCOTT COUNTY AND THE EASTERN IOWA MENTAL HEALTH/DISABILITY SERVICES REGION REGARDING THE DUTIES AND EXPENSES OF THE REGION'S CHIEF EXECUTIVE OFFICER (CEO)

BE IT RESOLVED BY the Scott County Board of Supervisors and the Eastern Iowa MH/DS Region as follows:

Section 1. The two entities enter into a memorandum of understanding regarding duties, responsibilities and expenses of the Regional CEO,

Section 2. This resolution shall take effect July 1, 2017.