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06/30/15

AGREEMENT FOR MENTAL HEALTH ADVOCATE IN PLYMOUTH, SIOUX AND WOODBURY COUNTIES (SIOUX RIVERS REGIONAL MHDS)

This agreement is made and entered into this 1st day of July, 2015, between Woodbury County, Plymouth County, and Sioux County, Iowa; hereinafter referred to as the "Sioux Rivers Region." Plymouth, Sioux and Woodbury counties comprise the Sioux Rivers Regional MHDS. The purpose of this agreement is to allow the Sioux Rivers Region to share the services and costs of a Mental Health Advocate, hereinafter "Advocate," performing duties in accordance with Section 229.19 of the Iowa Code and 2015 IA HF 468.

Whenever the term "region" is used in this agreement, it shall be construed to mean any member county for whom advocate duties are being performed at that particular time.

Scope of Services:

- 1) The Advocate is an employee of Woodbury County, but will perform advocate duties on behalf of the Sioux Rivers Region. Plymouth and Sioux Counties will enter into this agreement with Woodbury County to act as Employer of Record. The manner in which services are performed shall be in compliance with Section 229.19 of the Iowa Code and HF 468, Sioux Rivers Regional Service Coordinator – Woodbury County, Sioux Rivers Regional CEO and the Sioux Rivers Regional Governance Board of Directors.
- 2) The Advocate duties shall include, but not be limited to:
 - a) Duties specified in Section 229.19 of the Iowa Code and HF 468.
 - b) Those duties as further detailed in the Mental Health Advocate Job Description with Attachment as approved by the Iowa Judicial Branch Judicial Council and attached to this document.
 - c) The Advocate shall keep informed of and implement any changes in the statute, Supreme Court rules, and Iowa Administrative Code.
 - d) The Advocate shall develop and maintain written reports and documentation on the progress of clients including their current status, location, and issues surrounding need for commitment.
 - e) Respondents are not required to accept the Advocate's services; however the Advocate will still be required to perform the duties required in Iowa Code Section 229.19 and HF 468 for the respondent.
 - f) Services of the Advocate with respect to any Respondent commence on the date of assignment of commitment order issued through the 3rd Judicial District.
 - g) Services of Advocate will be directed only to and for the Respondent's best interests.
- 3) Advocate will be required to follow these principles when carrying out the Advocate's duties:
 - a) Self-sufficiency is the cornerstone to full citizenship in the community.
 - b) Collaboration and accountability are essential for achieving quality outcomes.
 - c) All informed choices come with opportunity and responsibility. We support growth and change through natural consequences. Learning is infinitely more powerful and lasting when it is real and personal.
 - d) Continuous innovation allows for system improvement, flexibility, and responsiveness.
 - e) Limited resources are used efficiently so that the greatest number of people receives

the most appropriate care.

Administration:

Woodbury County has been designated as the Employer of Record for the Advocate and will provide oversight and will monitor compliance with this agreement on behalf of Sioux Rivers Regional MHDS member counties and will make recommendations to the regional counties as needed.

- 1) The Advocate is an employee of Woodbury County for the purposes of Iowa Code Chapters 97B and 670.
- 2) Woodbury County shall be responsible for the acts or omissions of the Advocate that occur while serving residents of Woodbury County. Sioux County shall defend, indemnify, and hold harmless Woodbury County for the acts or omissions of the Advocate that occur while serving Sioux County residents. Plymouth County shall defend, indemnify, and hold harmless Woodbury County for the acts or omissions of the Advocate that occur while serving residents of Plymouth County.
- 3) All files and databases related to respondents who are located in member counties or who are state cases located in any regional county, are the property of said County. All files shall be maintained at the Woodbury County office located in Sioux City. All files and databases are subject to review by the Regional CEO, Service Coordinator or designee. The files and data bases are to be returned to Woodbury County and the Region upon termination of this agreement. The files and databases related to respondents located in member Counties will be provided to any subsequent Advocate respectively.
- 4) The Advocate shall maintain data as prescribed by the region and Iowa Code Chapter 229. To accomplish this the Advocate shall:
 - a) Use and maintain computer with appropriate specifications (as defined by the Region) to report above data.
 - b) Insure all data kept is in compliance with all federal, state, and local confidentiality requirements.
 - c) Collect all of the State Minimum Data set as required by each respective member county (Minimum Data Set – Attachment B).
- 5) The Advocate will conduct a four week time study on a yearly basis to determine weighted time for collateral and client phone contacts. The Advocate will conduct a three month time study annually to determine weighted time for direct client contact and direct collateral contacts which is documented on the court reports.

Compensation:


- 1) The Advocate will be an hourly employee under the Fair Labor Standards Act with Woodbury County. Beginning July 1, 2015, compensation will be **\$17.33 per hour** not to exceed 24 hours worked in any one (1) week – Monday through Friday or 48 hours during any one pay period – without express prior authorization. Subject to continued employment, compensation shall be reviewed annually.
- 2) The Advocate will be eligible for Iowa Public Employment Retirement System (IPERS) through Woodbury County, per Iowa Code 97B.

- 3) Woodbury County and/or Sioux Rivers Regional MHDS will supply the Advocate with required office supplies and equipment. Any supplies or equipment necessary will be purchased by the Region.
- 4) Other expenses such as mileage, cell phone(s), fax/phone line, out-of-office faxing, copying, and printing, postage, parking, motel, training and memberships and miscellaneous shall be reimbursed to the Advocate in accordance with the procedures outlined in this agreement.
- 5) Woodbury County will fund the entirety of the cost for the provision of services by the Advocate to member counties from the Sioux Rivers Regional MHDS Fund maintained by the Region's fiscal agent, Woodbury County.

Contract Terms:

- 1) The Advocate shall be governed by policies applicable to all Woodbury County employees as outlined in the Woodbury County Employee Handbook. The Advocate shall be governed by applicable State of Iowa Law pertaining to honoraria, gifts, conflicts of interest and lobbying regulations.
- 2) The Advocate will use the prescribed process used by Woodbury County to generate bi-weekly payroll and keep a detailed accounting of hours worked and paid time off (PTO) as supporting documentation.
- 3) The Advocate will submit a request for vacation to the Woodbury County Sioux Rivers Regional Service Coordinator.
- 4) Expenses for job related training will be approved by the Woodbury County Sioux Rivers Regional Service Coordinator prior to registration. Approved expenses will be submitted to the fiscal agent, Woodbury County, for reimbursement.
- 5) Advocate is required to possess a valid Iowa driver's license (or in state of residence) and proof of coverage as an insured driver.
- 6) This agreement does not preclude the Advocate from entering into additional consulting work unless there is an identified conflict of interest or other violation of any condition of Iowa Code Section 229.19 and HF468.
- 7) This Agreement shall commence on July 1, 2015, and terminate June 30, 2018, unless sooner terminated by any party for any or no reason by written notice to the other parties given not less than thirty days prior to the effective date of termination, which shall be specified in the notice. That or any other notice required or permitted to be given hereunder shall be deemed given upon delivery of notice to the U.S. Postal Service addressed to the Advocate's current residence as shown on Woodbury County employment records, to each of the County Board of Supervisors, and to the Sioux Rivers Regional MHDS Governance Board.
- 8) This is the entire agreement of the parties. There are no equivalent Woodbury County contract employees. Any compensation increases are discretionary with the Woodbury County Board of Supervisors. This agreement may not be changed in any manner unless agreed upon by all parties in writing.
- 9) The Advocate may, from time to time, be unavailable to perform the advocate duties. On such occasions the Region may utilize the services of another appointed Advocate who is available and has a contract with the Region.

IN WITNESS WHEREOF the parties have executed this Agreement.



Chair, Woodbury County Board of Supervisors

8-5-15

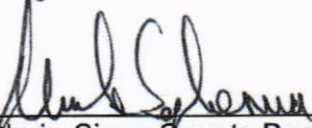
Date



Chair, Plymouth County Board of Supervisors

8-24-15

Date



Chair, Sioux County Board of Supervisors

8-24-15

Date



Chair, Sioux Rivers Regional MHDS

8-24-15

Date

ATTEST:



Woodbury County Auditor

8-5-15

Date

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06/30/15

**SIOUX RIVERS REGIONAL MHDS
SERVICE COORDINATION CONTRACT**

This Service Coordination Contract is made pursuant to Iowa Code Chapter 28E. It shall be known as the "Sioux Rivers Regional MHDS Contract for Service Coordination" and it shall cover the following counties within said Region: Plymouth, Sioux and Woodbury.

This Contract does not contemplate and shall not be construed to limit or expand the powers of the participating Counties, except as expressly stated in this Contract.

Pursuant to this Contract, it is agreed as follows:

1. Purpose. The purpose of this Contract is to establish a working mechanism within the Region so that the Region may jointly utilize the Service Coordinators from each County.
2. Authorization. The Sioux Rivers Regional MHDS Governing Board is authorized to contract with the particular County to provide one or more Coordinators of Disability Services pursuant to Iowa Code 331.390 3.b. and as per the Sioux Rivers Regional 28E, section 6.3 for the above purpose. The Governing Board is authorized to grant authority to said Coordinators to assist them and the Chief Executive Officer in executing the Sioux Rivers Regional MHDS Management Plan.
3. Power and Authority. The Service Coordinator shall have the power and authority in each County within the Region to carry out duties as directed by the Chief Executive Officer and as required by the Governing Board of Directors.
4. Compensation. The Governing Board shall contract with the particular County for the Service Coordinator based upon the percentage of time that will be required to fulfill the regional functions as outlined in the job description. The percentage shall be reviewed annually based on time allocations and shall be adjusted accordingly as needed.

In addition to compensation for the Service Coordinator, the Region shall reimburse the county that employs said Coordinator for the following benefits: PTO (sick leave, vacation), meeting expense to include mileage, meals, and lodging, FICA, IPERS, workman's compensation and insurance to be determined by the County as employer of record. Each participating County does agree to provide the Service Coordinator with sufficient office space, equipment, supplies and telephone/cell phones to conduct Coordinator's responsibilities while working within the county.

5. Effective Date of Contract. This Contract shall become effective upon the date of passage and execution by the Regional Governing Board.
6. Duration. The duration of this Contract shall be perpetual in nature.
7. Termination. This Contract shall remain in force and effect in accordance with the provisions of the Sioux Rivers Regional 28E.

This contract shall be preserved by the Regional Governing Board and a copy of this contract shall be recorded with the County Auditor of the participating County that employs the Service Coordinator.

This Contract filed and dated by the respective parties as follows:

Dated this 6 day of August, 2015.

COUNTY OF: Woodbury

By: Matt O'Monson

Chairman, County Board of Supervisors

ATTEST:

By: Pat J. [Signature]

County Auditor

SIOUX RIVERS REGIONAL GOVERNING BOARD

By: Dennis [Signature]

Chairman, Sioux Rivers Regional Governing Board

ATTEST:

By: Shane [Signature]

Chief Executive Officer, Sioux Rivers Regional MHDS