

**MEMORANDUM OF UNDERSTANDING  
REGARDING REIMBURSEMENT FROM ROLLING HILLS COMMUNITY  
SERVICES REGION FOR COUNTY EMPLOYEES**

1. COME NOW the Woodbury County Board of Supervisors (hereinafter "the County Board") and the Governing Board of the Rolling Hills Community Services Region (hereinafter "the Governing Board") indicate their mutual understanding of the following:
2. Woodbury County, (hereinafter "County"), is a member county in and the County Board is a signatory to a 28E Agreement for the Rolling Hills Community Services Region, (hereinafter "the Region", or "Region").
3. The purpose of this Memorandum of Understanding is to establish a methodology by which the Region shall reimburse County for the cost/expense incurred by County for any county employee who performs services on behalf of the Region, all in compliance with applicable Iowa law.
4. The 28E Agreement to which County is a signatory contemplates that the Region's Chief Executive Officer, Coordinators of Disability Services, and all support staff will be made up of and will remain employees of the individual member counties. Any future employee must be a resident of the Region.
5. For all employees who begin employment after July 1, 2022, the county of record for any employee providing services on behalf of the Region shall be the county in which the employee permanently resides. If an employee moves to another county within the Region, they will retain the original employer of record. As such, each employee shall follow and receive the policies, procedures and benefits of the employee's county of record. The foregoing notwithstanding, the Region's Chief Executive Officer, with input from the County, shall have the authority to manage, and discipline the employee, and terminate the contract for the employee in accordance with the county of record's personnel policy and with any applicable law.
6. In compliance with the provision of the 28E Agreement, Exhibit A is attached hereto, setting forth the individual County employees, the positions they fill for the region, and the amount of their wages and benefits that are to be reimbursed to

County by the Region.


7. In the event one of the specific employees listed separates employment with County, for whatever reason, and a new employee is hired to fill that vacant position, the County Board's representative on the Region's Governing Board shall provide the Governing Board with an updated Exhibit A.
8. The Governing Board, consistent with the 28E Agreement, shall reimburse County from regional funds the amount of wages and benefits listed for the County employees included on Exhibit A.
9. The Governing Board shall reimburse the member county for the time an employee spends fulfilling regional functions as defined in Attachment A. Reimbursement shall include the employee's base salary, benefits, applicable payroll deductions, occupancy expenses, and identified administrative expenses, including unemployment compensation and workers compensation.
10. The Governing Board shall obtain a commercial general liability insurance, Auto Liability and Public Officials Liability in the amounts of \$2,000,000 separately each occurrence to cover the employees included in Exhibit A. This policy shall be endorsed to include Woodbury County as an additional insured.
11. County agrees to provide the employee with sufficient office space, equipment, supplies and telephone to conduct employee's Region responsibilities while working within the County, which will be reimbursed by the Region. The Governing Board shall reimburse the member county for all travel expenses incurred while an employee performs work on behalf of the Region. Reimbursements shall be reviewed annually or as needed when changes to a member county's expenses occur. Any reimbursement for mileage shall be limited to mileage from the employee's home or office, to the determined destination, whichever is closer. No reimbursement shall be made for miles driven by employee from their residence to their assigned primary office location.
12. The Region shall issue funds to County for one fourth of County's combined payroll and occupancy budgeted expenses as identified above by the latest practical claims date before the beginning of the new quarter (July, October, January, and April) in order to ensure that County receives adequate funds to cover the quarterly administrative expenses.

- 13. If County has higher expenditures during a quarter that exceed the quarterly payment, a request for reimbursement will be sent to the Region to be considered at the next Regional Governing Board meeting. If County expects lower expenditures in any given quarter, County should notify the Region. Adjustments to County's quarterly distribution will be completed in the fourth quarter, as necessary.
- 14. County will submit a quarterly report of expenditures to the Region for reconciliation purposes. The quarterly report will not impact the next quarterly distribution.
- 15. This agreement shall be effective for the time period of July 1, 2022 through June 30, 2023. The Governing Board may vote to extend or amend this MOU for FY24.
- 16. Any disagreements in reimbursement amounts shall be discussed and rectified between the Governing Board and County Board of Supervisors in the same manner disputes are resolved under Section 4.9 of the regional 28E Agreement.

WOODBURY COUNTY  
BOARD OF SUPERVISORS

GOVERNING BOARD OF THE  
ROLLING HILLS COMMUNITY  
SERVICES REGION

By: 

By: 

WOODBURY County Chairperson

\_\_\_\_\_, Chairperson

Signed the 5<sup>th</sup> day of July, 2022.

Signed the 30<sup>th</sup> day of June, 2022.

Attest:   
\_\_\_\_\_  
County Auditor

**EXHIBIT A  
WOODBURY COUNTY  
EMPLOYEES**

The region intends to employ or contract for staff for the following regional functions and responsibilities with the following rates:

		<b>% of Wages/Benefits to be Appropriated to</b>
Julie Albright	Mental Health Advocate Coordinator	100 %
Theresa Jochum	Coordinator of Disability Services	100 %
Cindy Wiernold	Mental Health Advocate	100 %

By: *Paul Mintz*  
County RHCS Representative

Date: 6-30-2022

By: *[Signature]*  
Board Chair

Date: 7-5-22