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

This agreement is made and entered into this 1<sup>st</sup> 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 3<sup>rd</sup> 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.