

28E Agreement Sharing of Mental Health Advocate Costs

This Agreement is entered into by and between **Buena Vista County, Iowa**, by its Board of Supervisors, **Calhoun County, Iowa**, by its Board of Supervisors, and **Cherokee County, Iowa**, by its Board of Supervisors, **Crawford County, Iowa**, by its Board of Supervisors, **Ida County, Iowa**, by its Board of Supervisors, and **Sac County, Iowa**, by its Board of Supervisors, and shall be effective upon the date approved by all parties.

This Agreement is made and entered into in accordance with provisions of Chapter 28E of the Code of Iowa. The purpose of this Agreement is to share the services and costs of the Mental Health Advocate (hereinafter referred to as the Advocate).

WITNESSETH:

WHEREAS, Chapter 229 of the Code of Iowa mandates that each county appoint, compensate, and pay expenses of the Advocate, and,

WHEREAS, Buena Vista, Calhoun, Cherokee, Crawford, Ida and Sac Counties wish to share in the expense of employing one Advocate to serve all counties,

NOW, THEREFORE, the parties agree to the following:

1. The Advocate position shall be a part-time position not to exceed 1500 hours per fiscal year worked between all counties and shall provide services to all counties.
2. The Advocate shall be employed by a county within the region where the advocate resides and the salary shall be set each fiscal year by that County Board of Supervisors with a recommendation made by the Rolling Hills Community Services Region Governance Board.
3. The Advocate shall be reimbursed mileage for necessary costs in performing duties at the rate set for the by the county board of supervisors of the employing county. Such mileage shall be paid from the Advocate's base of operation which will be a county provided office space.
4. Allowed costs to be shared include: wages, county portion of FICA and IPERS, mileage, cellular phone allowance, employing county office expenses and necessary meeting and training expenses.
5. Costs in item 4. shall be paid by the employing county and invoiced to the Rolling Hills Community Services Region for reimbursement on a monthly basis. In the case of termination of the 28E, each party shall be responsible for its expenses.

6. The employing county shall bill the Advocate's costs to the Rolling Hills Community Services Region to be paid from the regional Mental Health and Disability Services funds. The Advocate will provide detailed client activity reports to the employing county to support any hours billed.
7. The employing county shall provide an appropriate office space for the Advocate to perform their duties. This office shall be considered the Advocate's base of operation. Other counties shall make space available as needed but a permanent office is not required and office expenses other than those of the employing county shall not be billable.
8. Any County may terminate this Agreement at any time without cause by giving written notice prior to January 1st preceding the Fiscal year that they wish to withdraw to the other Counties, based on formal action taken by a majority of its Board of Supervisors. A shorter notice may be allowed if it is agreed to by all parties.
9. Each County shall defend, hold harmless and indemnify the other parties against any and all claims, liability, damages or judgments asserted against, imposed or incurred by other parties that arise out of acts or omission of that county or county's employees, agents or representatives in the discharge of its responsibilities under this Agreement.
10. This Agreement shall remain in full force and effect unless terminated by any party as specified in #7 above.

In witness whereof, the parties hereto have set their hands for the purpose herein expressed.

BUENA VISTA COUNTY
BOARD OF SUPERVISORS

Carl R. Arenal
Authorized Signature

6/30/15
Date

ATTEST: Deanna K. Lloyd

CALHOUN COUNTY
BOARD OF SUPERVISORS

Harry Thurston
Authorized Signature

7-14-15
Date

ATTEST: Judy D. Dwyer Auditor

CHEROKEE COUNTY
BOARD OF SUPERVISORS

Dennis J. Buel
Authorized Signature

6/30/2015
Date

ATTEST: Kris Hienke

CRAWFORD COUNTY
BOARD OF SUPERVISORS

C. Blum
Authorized Signature

8-4-15
Date

ATTEST: [Signature]

IDA COUNTY
BOARD OF SUPERVISORS

Robert R. Rued
Authorized Signature

8/3/2015
Date

ATTEST: Lorna Stenbock

SAC COUNTY
BOARD OF SUPERVISORS

Rob Hecht
Authorized Signature

7-14-15
Date

ATTEST: James W. Ditz