

Central Iowa Community Services Advocate Services Agreement

THIS ADVOCATE SERVICES AGREEMENT (the “**Agreement**”), entered into this First day of July, 2020, is by and between Central Iowa Community Services (“**CICS**”) and Hardin County (“**County**”).

RECITALS:

A. CICS is a governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board to fund advocacy services in the Mental Health and Disability Region assigned to CICS.

B. County employs one or more advocates (“**Advocate(s)**”) qualified under the laws of the State of Iowa to provide Advocate Services and County desires to contract with CICS to provide Advocate Services for the benefit of CICS Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between CICS and County as follows:

SECTION 1 **Definitions**

Advocate Services: Services enumerated in this Agreement, Iowa Code section 229.19 and 441 Iowa Administrative Code 25.19, and this Agreement.

CICS Governing Board: The board of CICS responsible for governing CICS.

HIPAA: Collectively, the Health Information Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and all implementing regulations.

Individual: The respondent who is receiving mental health Advocate Services under Iowa Code chapter 229.

Individual Authorization: An Individual Authorization is a standard form, signed by an individual, to allow disclosure of the individual’s Protected Health Information. The form must comply with HIPAA and all other applicable federal and state laws. The individual may revoke the Individual Authorization at any time in accordance with its terms.

Mental Health and Disability Services Region: The same as defined in Iowa Code section 331.389.

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media, or transmitted by or maintained in any other form or medium.

SECTION 2
Duties of Advocate

Section 2.1 Qualifications.

- (a) Each Advocate shall meet the following qualifications:
 - (i) Possess a bachelor's degree with 30 semester hours or equivalent quarter hours in a human services field (including, but not limited to, psychology, social work, mental health counseling, marriage and family therapy, nursing, education, occupational therapy, and recreational therapy) and at least one year of experience in the delivery of services to persons with mental illness; or
 - (ii) Hold an Iowa license to practice as a registered nurse and have at least three years of experience in delivery of services to persons with mental illness.
- (b) Pass criminal background, sex offender registry, and child and dependent adult abuse registry checks before hire.

Section 2.2 Advocate Assignment. Each Advocate shall be assigned by the committing court in accordance with 441 Iowa Administrative Code 25.103.

Section 2.3 Advocate Responsibilities The minimum duties of each Advocate is described in Iowa Code section 229.19. Without limiting the foregoing:

- (a) Each Advocate shall be readily accessible to communication from the Individual and shall initiate contact within 5 days of the Individual's commitment. Advocate shall inform the Individual regarding the role of Advocate.
- (b) Each Advocate shall meet the Individual in person within 15 days of the Individual's commitment. Advocate shall present the county grievance procedure process, in writing, to the Individual. The presentation shall include the county grievance procedure and contact information and the contact information for the citizens' aide/ombudsman. Advocate shall inform the Individual about the mental health crisis services that are available.
- (c) Each Advocate shall review each report submitted to the court and communicate with the Individual's medical and treatment team. Advocate shall abide by all federal, state, and local confidentiality laws.
- (d) Each Advocate shall file required reports with the court.
- (e) Each Advocate shall maintain an organized confidential and secure file for each Individual served. The file shall contain but not be limited to:
 - i. Copies of reports submitted to the court.

- ii. Copies of correspondence sent to and received from the Individual, family members, providers and others.
 - iii. Releases of information.
 - iv. Case notes describing the date, time and type of contact with the Individuals or others and a brief narrative summary of the content or outcome of the contact.
 - v. Documents filed with the court electronically shall be considered as part of the Individual's file.
- (f) Each Advocate shall register as provided in Iowa Ct. R. 16.305(1) to participate in the court's electronic document management system and shall submit all documents to be filed with the court electronically. The documents will be stored as electronic records that are retrievable and readable through the electronic document management system.
- (g) Each Advocate shall comply with all county policies and procedures, including but not limited to hiring, supervision, grievance procedures, and training.

Section 2.4 Advocate Records. All Advocate records are the property of County, which is responsible for the provision of confidential storage, transfer, and destruction of client files, including those maintained on electronic and digital devices, with access limited according to the county's policy on confidentiality as described in subrule 25.105(6).

Section 2.5 Attendance at Hospitalization Hearing. Advocate may attend the hospitalization hearing of an Individual represented by an attorney; however, payment for Advocate's attendance is at the discretion of the county of employment.

Section 2.6 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, County and each Advocate shall allow CICS access to books, records, or cost reports as needed to establish rates for CICS administration of program, or for financial audits, during the term of this Agreement and seven (7) years following its termination. County and each Advocate shall obtain any necessary Individual Authorization to allow CICS to exercise its rights under this Agreement.

Section 2.7 Licenses. At all times, each Advocate shall have all necessary licenses and certifications to perform the Advocate Services.

SECTION 3 **Payment**

Section 3.1 Compensation to Advocate. County and each Advocate agree that County's acceptance of payment from CICS for Advocate Services provided to Individuals under this Agreement is payment in full. County or any Advocate shall not negotiate and/or accept lower rates or more favorable terms than those provided for in this Agreement from any other Region or county. Rates of compensation for Advocate Services are set forth in Attachment A, Service Definitions and Rates.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between CICS and Advocate. The relationship between CICS, on the one hand, and County and each Advocate, on the other hand, is solely that of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency, or joint venture. County shall maintain social security, workers' compensation and all other employee benefits covering each Advocate as required by law.

SECTION 5 Liability Insurance

Section 5.1 Advocate Liability Insurance. County agrees to carry professional liability and comprehensive general liability insurance (claims-made with appropriate tail coverage or occurrence-based), at its own expense, each in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering any claims with respect to Advocate Services that may arise out of an incident occurring during the term of this Agreement. Such insurance shall include coverage for claims in connection with the performance of County's responsibilities under this Agreement. County shall furnish to CICS, from time to time, as requested by CICS, proof of such insurance, which proof will include the name of the carrier, effective dates of coverage and coverage amounts.

SECTION 6 Laws and Regulations

Section 6.1 Laws and Regulations. County represents, covenants, and warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. County agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. County agrees to ensure mental health and disability services are rendered to CICS Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from County or any Advocate.

Section 6.3 Equal Opportunity Employer. CICS counties are equal employment opportunity employers. CICS supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, creed, color, sexual orientation, gender identity, national origin, religion, or disability, or any other classification protected by law or ordinance. County and each Advocate agree that it is in full compliance with this policy.

Section 6.4 Confidentiality of Records. CICS and County agree to maintain the confidentiality of all information regarding Advocate Services provided to CICS Individuals under this

Agreement in accordance with any applicable laws and regulations, including, without limitation, HIPAA. County acknowledges that in receiving, storing, processing, or otherwise dealing with information from CICS about CICS Individuals, it is fully bound by federal and state laws and regulations, including, without limitation, HIPAA, governing the confidentiality of medical records, mental health and disability services records, and Protected Health Information.

SECTION 7 **Term and Termination**

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first.

Section 7.2 Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by CICS. CICS shall have the right to terminate this Agreement immediately by giving written notice to County upon the occurrence of any of the following events: (a) restriction, suspension or revocation of County's license, certification or accreditation or the license of any Advocate employed by or contracted with County to perform services under this Agreement; (b) County's loss of any liability insurance required under this Agreement; or (c) bankruptcy filing by the County.

Section 7.4 Termination by County. County may terminate this Agreement pursuant to Section 8.2; provided that County notifies CISC within thirty (30) days of the effective date of such amendment of its disagreement with such amendment.

Section 7.5 Termination for Breach. Either party shall have the right to terminate this Agreement for material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice to the other party is provided.

Section 7.6 Information to CICS Individuals. County acknowledges the right of CICS to inform CICS Individuals of County's termination of this Agreement and agrees to cooperate with CICS in deciding on the form of such notification.

Section 7.7 Notices to CICS. Any notice, request, demand, waiver, consent, approval or other communication to CICS which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

CICS Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

Section 7.8 Notices to County. Any notice, request, demand, waiver, consent, approval or other communication to County which is required or permitted herein shall be in writing and shall be

deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Hardin County
Attention: Linn Adams
1201 14th Ave.
Eldora, IA 50627

SECTION 8 **Amendments**

Section 8.1 Amendment. Subject to Sections 8.1, this Agreement may be amended at any time only by the mutual written agreement of the parties.

Section 8.2 Regulatory Amendment. CICS may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to County of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice. If County does not agree with the amendment, County may terminate this Agreement as provided in Section 7.4.

SECTION 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon County any exclusive right to provide services to CICS Individuals in County's geographical area. CICS reserves the right to contract with other parties for similar services. The parties agree that County and each Advocate may continue to contract with other organizations.

Section 9.2 Assignment. County may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of CICS. Any assignment not in accordance with this Section 9.2 shall be null and void.

Section 9.3 Subcontracting. County may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to CICS. Mutual agreement must be obtained between County, CICS, and any subcontractor.

Section 9.4 Entire Agreement and Amendments. This Agreement and its attachments constitute the entire agreement between CICS and County, and supersedes or replaces any prior agreements between CICS and County relating to its subject matter. This Agreement may be amended only pursuant to a written document executed by both parties.

Section 9.5 Rights of County and CICS. County agrees that CICS may use County's and each Advocate's name, address, telephone number, description of County, Advocate, and Advocate's

services in any promotional activities. Otherwise, no party shall use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way affect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Execution. This Agreement has been executed by the parties hereto, through their duly authorized officials.

Section 9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws).

Section 9.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein made confer, upon any person other than the parties to this Agreement and their respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Section 9.11 Survival. Sections 2.3, 2.4, 5.1, 7.6, 7.7, 7.8, and Section 9 shall survive any termination of this Agreement.

Section 9.12 Waiver of Jury Trial. EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

Central Iowa Community Services:

Hardin County:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Print Title: _____

Date: _____

Date: _____

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

Chart of Account	Service Description	Unit of Service	Rate
75XXX	Mental Health Advocate	Monthly	See Other Terms

OTHER TERMS:

Mental Health Advocate funding is approved via the local Community Services Mental Health Expenditure Budget. Mental Health Advocate services are provided and funded per the established 28E Agreement with Hardin, Franklin, Marshall and Story Counties.

Central Iowa Community Services:

By: _____

Print Name: _____

Print Title: Chair, CICS Governing Board

Date: _____

Hardin County:

By: _____

Print Name: _____

Print Title: _____

Date: _____