

This Memorandum of Understanding (hereinafter "MOU") is entered into between Central Iowa Community Services (CICS) and Hardin County, Iowa.

- I. **MENTAL HEALTH DISABILITY SERVICES CLIENT FILES.** In recognition that Hardin County, Iowa is a member county of Central Iowa Community Services 28E Agreement to create a mental health and disability service region to provide local access to mental health and disability services, it is acknowledged that ownership and possession of client mental health and disability services files generated prior to July 1, 2013 shall be transferred to CICS effective July 1, 2022. The following special responsibilities are assumed by the parties:
 - a. **CICS Responsibilities.** CICS agrees to:
 - i. Follow and implement Health Insurance Portability and Accountability Act (HIPAA) requirements
 - ii. Follow and implement any other Federal, State, or local laws governing confidentiality of client information
 - b. **Hardin County Responsibilities.** Hardin County agrees to:
 - i. Release client files to CICS
 - ii. Inform individuals requesting records to contact CICS
- II. **TERMINATION.** This MOU shall remain in effect through June 30, 2023. The requirements under I. a. and I. b. shall survive the ending or termination of this agreement. The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.
- III. **INDEMNIFICATION.** Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.
- IV. **NOTICES.** All notices related to this MOU shall be addressed as follows:
 - a. To: Hardin County Board of Supervisors:
Attn: Board Chair
1215 Edgington Ave., Ste. 1
Eldora, IA 50627
 - b. To: CICS – Story County
Attn: Operations Officer
126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

MOU Between Central Iowa Community Services and Hardin County, Iowa

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the _____ day of _____ 2022 .

HARDIN COUNTY BOARD OF SUPERVISORS

1215 Edgington Ave. Ste. 1
Eldora, IA 50627

CENTRAL IOWA COMMUNITY SERVICES

126 S. Kellogg Ave., Ste. 001
Ames, IA 50010

By: _____
Chair, Hardin County Board of Supervisors

By: _____
Chair, CICS Governing Board

Date: _____

Date: _____