

NURSING CONTRACT AGREEMENT

This Nursing Contract Agreement (“Agreement”) is entered into as of July 1, 2025 (“Effective Date”) by and between the Cedar Falls Community School District (“CFCSD”) and Covenant Medical Center, Inc., d/b/a MercyOne Waterloo Medical Center (“MercyOne”).

WHEREAS, MercyOne currently provides healthcare services in the community through employed and contracted medical professionals; and

WHEREAS, CFCSD desires to have nursing services provided within its buildings to students (“School Nursing Program”); and

WHEREAS, MercyOne is willing to provide such nursing services.

NOW, THEREFORE, in consideration of the promises and covenants referred to above and hereinafter contained, the parties mutually agree as follows:

1. Responsibilities of the CFCSD. In addition to specific responsibilities of CFCSD set forth elsewhere in the Agreement:
 - a. CFCSD agrees, at its own expense, to provide to MercyOne adequate heating, cooling, water, and custodial services for the operation of the School Nursing Program at no additional cost.
 - b. All equipment and furniture currently utilized by CFCSD for its nursing program will be made available to MercyOne at no cost.
 - c. CFCSD agrees to maintain and repair the premises provided to MercyOne under this Agreement.
 - d. CFCSD agrees to designate at least one individual in each building who will provide health services during those hours which are not covered by MercyOne Health Assistants. Medication administration education will be completed annually via the online program sponsored by the Iowa Department of Education through Area Education Agencies supplemented by MercyOne in-services as needed to meet the standards of both new and existing CFCSD employees.
 - e. CFCSD will designate all employees to receive blood borne pathogen training which will be provided annually as close to the beginning of the school year as possible and on an as-needed basis.
 - f. CFCSD will provide, maintain, and service a working laptop for each registered nurse providing services under this agreement.
 - g. CFCSD will provide health assistants working in CFCSD with access to their work stations before the beginning of CFCSD academic year to set up their work stations.
 - h. CFCSD agrees to allow the nurses to promote health. The school nurse will provide health education by providing health information to individual students and groups of students through health education, science, and other classes. The school nurse will assist with

health education curriculum development teams and may also provide programs for staff, families, and the community. Health education topics may include nutrition, exercise, smoking prevention and cessation, oral health, prevention of sexually transmitted infections and other infectious diseases, substance use and abuse, immunizations, adolescent pregnancy prevention, parenting, and others.

2. Responsibilities of MercyOne. In addition to specific responsibilities of MercyOne set forth elsewhere in this Agreement, MercyOne shall:
 - a. Provide all necessary personnel for the efficient operation of the School Nursing Program, for the FTE amounts listed on Appendix I. These personnel will include health assistants and registered nurses and shall meet the job descriptions listed in Appendix II. MercyOne shall coordinate and supervise the work performed by said personnel. MercyOne will staff all eleven (11) school buildings (Cedar Falls High School, Holmes Junior High, Peet Junior High, Aldrich Elementary, Cedar Heights Elementary, Hansen Elementary, Lincoln Elementary, North Cedar Elementary, Orchard Hill Elementary, Southdale Elementary and Educational Support Center) according to students' needs which will be determined on a building-by-building basis. As a general expectation, each elementary building will be staffed by a health assistant for six and a half (6.5) hours per day, and the junior high and high school buildings will be staffed by a health assistant for six (6) hours per day. The parties may agree on coverage for summer school based on needs of CFCSD and availability of MercyOne staff. Staffing levels may be adjusted, including locations, upon the mutual agreement of the parties. MercyOne will work in close conjunction with CFCSD to assure the mutual satisfaction of the parties.
 - b. Facilitate training for registered nurses and health assistants. This will include at a minimum: CPR education/certification, First Aid education, Medication Administration education, Blood Borne Pathogen education, Dependent Adult/Child Abuse education, and education on special health needs of students, i.e., diabetes, seizure disorders and anaphylaxis on an as-needed basis.
 - c. Maintain policies and job descriptions for registered nurses and health assistants that comply with current standards of care as established by the Health Department Management team, CFCSD, Iowa Board of Nursing and state and federal regulations. The policies will be specific with respect to the delineation of duties and decision-making authority among levels of the health care team.
 - d. Submit monthly invoices to CFCSD for personnel, travel, and training.
 - e. Provide CPR, AED and first aid training to CFCSD staff as appropriate.
 - f.
3. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a term of one (1) year. Following the initial term, this agreement will automatically renew for up to four (4) additional periods of one (1) year each, unless sooner terminated as provided herein.
4. Termination.
 - a. Either party may terminate this Agreement for convenience upon one hundred eighty

- (180) days' written notice to the other party.
- b. Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party, provided that such reason for cause remains uncured during such thirty-(30) day period.
 - c. Either party may terminate this Agreement immediately upon written notice to the other party if such other party becomes excluded, debarred or otherwise ineligible to participate in any governmental program.
 - d. CFCSD may terminate this Agreement as of any anniversary of the Effective Date following which MercyOne provides notice of a rate increase pursuant to Section 7. In such event CFCSD shall endeavor to provide such notice as soon as practicable following the proposed rate increase by MercyOne, but in no event less than forty-five (45) days prior to the anniversary of the Effective Date.
 - e. Post Termination Obligations/Effect of Termination. MercyOne will cooperate with CFCSD in the orderly completion and/or transfer of applicable services and return of all CFCSD data, including any work in progress. CFCSD shall compensate MercyOne for services performed prior to notice of termination based on the percentage of the services that have been completed.

5. Insurance.

- a. MercyOne agrees to obtain and maintain for itself and its employees general and professional liability insurance covering all services provided under this Agreement. MercyOne also agrees to require any subcontractors performing any services pursuant to this Agreement to obtain similar general and professional liability insurance.
- b. CFCSD agrees to provide premises liability insurance for each location at which the School Nursing services are performed.

6. Indemnification.

- a. MercyOne agrees to indemnify CFCSD and hold CFCSD harmless from and against any and all claims, liabilities, losses and causes of the action of whatever kind or nature, including costs of defense, court costs, and reasonable attorneys' fees, which are suffered by CFCSD or asserted against CFCSD by any person or entity and which are due to or caused by any negligent act or omission of MercyOne or its subcontractors in providing services under this Agreement.
- b. CFCSD further agrees to indemnify and hold harmless MercyOne and any other health service provider performing services in the School Nursing Program under this Agreement for any and all claims, liabilities, losses and causes of action of whatever kind or nature which are suffered by MercyOne or such other health service provider or asserted against MercyOne or such other health service provider by any person or entity, including all costs of defense, court costs, and reasonable attorneys' fees incurred by MercyOne or such other health service provider as a result, and which claims, liabilities, losses and causes of action arise out of, or are in connection with, a condition attributable to the premises in which the School Nursing Program is located and not to the services provided therein or to the operation thereof.

7. Compensation. CFCSD shall compensate MercyOne for services under this Agreement on an

actual cost basis, to be billed in monthly invoices. An estimate of expenses over the initial twelve (12) month period is listed in Appendix I. CFCSD shall remit payment to MercyOne within thirty (30) days of the invoice date. MercyOne may increase estimated rates on an annual basis by providing at least ninety (90) days' notice in advance of the anniversary of the Effective Date. If CFCSD does not agree to such an increase in rates, CFCSD may terminate this Agreement pursuant to Section 4.d.

8. Confidentiality. Both parties acknowledge that this agreement contemplates exchange of protected health information as identified in the Health Insurance Portability and Accountability Act of 1996. Both parties agree and shall abide by the privacy and security regulations and requirements of that federal legislation.

9. General Provisions.

- a. MercyOne agrees that all services provided in the School Nursing Program will be provided to the individuals without regard to race, creed, color, national origin and disability and agrees that all services provided will be in accordance with all federal and state laws involving the civil rights of persons who would utilize the School Nursing Program.
- b. The persons executing this Agreement on behalf of CFCSD and MercyOne warrant that, by affixing their signatures hereto, they are duly authorized to execute this Agreement on behalf of the entity for which they have executed same.
- c. This writing is the entire agreement of the parties. Any change or modification to this Agreement is not effective unless detailed in a signed, written amendment between the parties.
- d. The laws of the State of Iowa shall govern this Agreement without regard to its conflict of laws provisions.
- e. Notice shall be given in writing and shall be effective upon the earlier of three (3) days following sending the notice via certified mail, return receipt requested, to CFCSD or MercyOne at the addresses below or upon actual receipt by the other party. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section.

If to CFCSD:

Cedar Falls Community School District
Attn: Superintendent
1002 W 1st Street
Cedar Falls, Iowa 50613

If to MercyOne:

MercyOne Waterloo Medical Center
Attn: COO
3421 W 9th Street
Waterloo, Iowa 50702

- f. This Agreement may not be assigned by either party without the written consent of the other party. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.
- g. This Agreement is not intended to establish a partnership, joint venture, or employer-employee relationship. MercyOne is responsible for all tax payments, withholdings and other obligations of an employer in connection with the provision of the services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the last date listed below.

**Covenant Medical Center, Inc.
d/b/a MercyOne Waterloo Medical Center**

Cedar Falls Community School District

By: _____
Ryan Meyer
COO
Covenant Medical Center, Inc., d/b/a
MercyOne Waterloo Medical Center
3421 West 9th St
Waterloo, IA 50702

By: _____
Lowell Stutzman
President

Cedar Falls Board of Education
1002 West 1st St
Cedar Falls, IA 50613

Date: _____

Date: _____

Appendix I

Monthly Cost Estimate (year 1): Sixty-Eight Thousand Seven Hundred Dollars (\$68,700)

Annual Cost Estimate (year 1): Six Hundred Seventy-Six Thousand Dollar (\$676,000)

This monthly estimate is comprised of the following approximate monthly billed hours (not including mileage, monthly management fee and applicable expenses as outlined):

- Cedar Falls High School- 160 nurse hours and 120 health assistant hours health

- Junior High Schools (2) - 52 nurse hours and 120 health assistant hours per junior high school

- Total for Junior High Schools 104 nurse hours and 240 health assistant hours

- Elementary Schools (7)- 56 nurse hours and 130 health assistant hours per school

- Total for Elementary Schools- 392 nurse hours and 910 health assistant hours

Actual costs incurred by MercyOne will be invoiced to CFCSD. At the onset of this Agreement anticipated costs include the following:

- 1) Nurse coverage: pay range of \$43.46 - \$53.40 per hour, inclusive of benefits provided by MercyOne
- 2) Health Assistant coverage: pay range of \$21.26 - \$27.25 per hour, inclusive of benefits provided by MercyOne
- 3) Overtime rates will be invoiced at 150% of the applicable hourly rate. Overtime to be approved by CFCSD.
- 4) Office supplies purchased and utilized by MercyOne in the provision of services under this Agreement will be invoiced to CFCSD at cost
- 5) CFCSD will reimburse MercyOne for mileage expenses incurred in the provision of services under this Agreement at \$.40 per mile.
- 6) A monthly management fee of Three Hundred Dollars (\$300.00) will be paid to MercyOne by CFCSD. This includes additional costs such as human resources related expenses, compliance and licensing services.

Appendix II

Job Category Descriptions

- **Program Manager:** Serves as the liaison with Cedar Falls Community Schools. Responsible for day-to-day management of the School Nursing Program. Provides training and orientation of staff. Serves as the central point of triage for health concerns from school nursing staff. Oversees the development of Individualized Health Plans, attends IEP and transition meetings as needed. Serves as liaison with building staff evaluations. Assists with human resource functions of school nursing staff. Responsible for bi-weekly payroll approval. Responsible for staffing, including day-to-day coverage for absences, preparation of monthly staffing calendars, assists with daily timecard functions, and coordinates health screenings. Responsible for administrative duties related to staff training. Assists with data collection in the School Nursing Program, maintains records of school nursing procedure book.
- **School RN:** Serves as the school nurse in assigned buildings (3-4 buildings per nurse). Responsible for reviewing the documenting of all health concerns, prepares Individualized Health Plans, serves as a resource to the Health Assistant both by phone and by on-site consultations. Performs high-level nursing duties for students with special health care needs including, but not limited to, diabetes, asthma, seizure disorders, and allergies. Provides staff education for illnesses and conditions of students in the buildings as well as Medication Administration with CFCSD backup staff. Performs monthly medication counts in conjunction with the School Health Assistant.
- **School Health Assistant:** Responsible for the day-to-day operations of the health office including medication administration, illness/injury assessment and appropriate management with consultation from the School Nurse. Serves as a liaison between the health office and the families.