

NURSING CONTRACT AGREEMENT

This Nursing Contract Agreement (“Agreement”) is entered into as of the date last signed below by and between the Cedar Falls Community School District (“CFCSD”) and Covenant Medical Center, Inc. d/b/a MercyOne Waterloo Medical Center (“MercyOne Waterloo”).

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

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

WHEREAS, MercyOne Waterloo 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 Cedar Falls Community School District. In addition to specific responsibilities of the CFCSD set forth elsewhere in the Agreement:
 - a. The CFCSD agrees, at its own expense, to provide to MercyOne Waterloo 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 Waterloo at no cost.
 - c. The CFCSD agrees to maintain and repair the premises provided to Covenant under this Agreement.
 - d. The 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 Waterloo 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 Waterloo in-services as needed to meet the standards of both new and existing CFCSD employees.
 - e. The CFCSD will designate all employees to receive annual blood borne pathogen training which will be provided as close to the beginning of the school year as possible and on an as-needed basis thereafter.
 - f. The CFCSD will provide, maintain, and service a working laptop for each registered nurse providing services under this agreement.
 - g. The CFCSD will provide health assistants working in CFCSD with access to their work stations before the beginning of the CFCSD calendar year to set up their work stations.
 - h. The 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 Waterloo Medical Center. In addition to specific responsibilities of MercyOne Waterloo set forth elsewhere in this Agreement, MercyOne Waterloo 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 Waterloo shall coordinate and supervise the work performed by said personnel. All new employees will have a ninety (90) day probation period and an annual performance evaluation thereafter. MercyOne Waterloo will staff all ten (10) school buildings (Cedar Falls High School, Holmes Junior High, Peet Junior High, Aldrich Elementary, Cedar Heights Elementary and Preschool, Hansen Elementary, Lincoln Elementary, North Cedar and Preschool, Orchard Hill Elementary, Southdale Elementary, and Southdale Center Preschool) according to students' needs which will be determined on a building-by-building basis. As a general expectation, each elementary and junior high building will be staffed by a health assistant for six (6) hours per day, and the high school will be staffed by a health assistant for seven (7) hours per day. MercyOne Waterloo will work in close conjunction with CFCSD to assure the mutual satisfaction of the parties.
 - b. Provide each nurse with a cell phone and cell phone coverage to be reimbursed by CFCSD, as set forth in Appendix I.
 - c. 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.
 - d. 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.
 - e. Submit monthly invoices to CFCSD for personnel, travel, and training.
 - f. Provide CPR, AED and first aid training to CFCSD staff as appropriate.
3. Term. This Agreement shall be effective as July 1, 2019 ("Effective Date") and continue for an initial term of twelve (12) months ("Term"). The parties may extend the Term and/or increase the number of school buildings upon mutual, written agreement.
4. Termination. Either party may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to the other party. 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.

5. Insurance.

- a. MercyOne Waterloo agrees to obtain and maintain for itself and its employees general and professional liability insurance covering all services provided under this Agreement. MercyOne Waterloo 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 the building in which the School Nursing services are performed.

6. Indemnification.

- a. MercyOne Waterloo agrees to indemnify the 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 Waterloo or its subcontractors in providing services under this Agreement.
- b. CFCSD further agrees to indemnify and hold harmless MercyOne Waterloo 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 Waterloo or such other health service provider or asserted against MercyOne Waterloo 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 Waterloo 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. Billing and Compensation. MercyOne Waterloo shall be responsible for all billing and collections for all services. CFCSD shall compensate MercyOne Waterloo 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 term is listed in Appendix I. CFCSD shall remit payment to MercyOne Waterloo within thirty (30) days of the invoice date.

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 Waterloo 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 Waterloo 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 Waterloo 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 Waterloo:

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

By: _____
Douglas C. Davenport
Chief Financial Officer
Covenant Medical Center, Inc. d/b/a
MercyOne Waterloo Medical Center
3421 West 9th St
Waterloo, IA 50702

Date: _____

Cedar Falls Community School District

By: _____
Joyce Coil
President

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

Date: _____

[illegible]

Appendix II

Job Category Descriptions

- **Division Manager:** Prepares and oversees annual school nursing budget, serves as the liaison with Waterloo Schools. Responsible for overall management of staff.
- **Program Manager:** 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.
- **Administration Aide I (job title to be determined):** Assists Program Managers with staffing including day-to-day coverage for absences, preparation of monthly staffing calendars, assists with daily time card 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.
- **Public Health Nurse:** 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 the 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.