

This **SERVICE AGREEMENT** (the “AGREEMENT”), is made on this 20th day of August in the year 2023 (the “EFFECTIVE DATE”) by and between **CLARINDA REGIONAL HEALTH CENTER** (the “HOSPITAL”) and **CLARINDA COMMUNITY FACILITY DISTRICT** (the “FACILITY”).

WITNESSETH:

WHEREAS, FACILITY from time to time has a need for qualified professional services; and

WHEREAS, HOSPITAL employs qualified staff to perform certain professional services; and

WHEREAS, the parties desire to enter into this AGREEMENT whereby HOSPITAL will provide certain professional services to FACILITY on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows.

ARTICLE I

NATURE OF ARRANGEMENT

1.1. HOSPITAL shall provide FACILITY with professional services on an as needed basis. Professional Services are defined in Schedule A attached hereto and incorporated herein. Services will be available Monday through Friday between the hours of 07:30 a.m. and 16:00 p.m. and at such other hours as are mutually agreed to between FACILITY and HOSPITAL to meet the Facility needs. Services will not be available on weekends or recognized holidays unless mutually agreed to by the parties. Such recognized holidays currently include: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. FACILITY and HOSPITAL will cooperate in developing a mutually agreeable schedule of times and dates FACILITY requires Services outside of the Facility year calendar.

ARTICLE II

DUTIES AND OBLIGATIONS OF FACILITY

2.1 SERVICES. All Services provided by HOSPITAL pursuant to this Agreement and defined in Schedule A attached hereto and incorporated herein, shall be provided by or under the direction of a qualified professional with appropriate licensure and experience and employed with HOSPITAL.

2.3. MEDICAL RECORDS. HOSPITAL shall maintain complete and timely records of services provided patients of Facility with these records being sent to Facility in a timely manner.

ARTICLE III

DUTIES AND OBLIGATIONS OF FACILITY

3.1. RECORD MAINTENANCE. Subject to HOSPITAL's obligations in Section 2.3, HOSPITAL shall have primary responsibility for maintaining all records, including coordinating the transmittal of information required by FACILITY for orderly and efficient delivery of Services and applicable administrative transactions.

3.4. NON-SOLICITATION. FACILITY agrees that during the term of this Agreement, and for six (6) months thereafter, it will not employ or contract with HOSPITAL staff providing Services under this Agreement. FACILITY agrees that any breach of this Section would cause irreparable damage to HOSPITAL without an adequate remedy at law. In the event of a breach or threatened breach by FACILITY of this Section, HOSPITAL shall be entitled to seek all remedies available to it under law or equity including without limitation a temporary or permanent injunction/restraining order without bond enjoining or restraining FACILITY from employing or contracting with the Employee. In the event Hospital pursues legal action to enforce this agreement including but not limited to section 3.4 if a court determines that Hospital is entitled to any form of remedy including but not limited to injunction/restraining order Hospital is further entitled to recover all costs and attorney fees related to its action to enforce the terms of this agreement.

ARTICLE IV COMPENSATION

4.2. COMPENSATION TO HOSPITAL. As compensation for Services provided under this Agreement, FACILITY shall pay HOSPITAL according to the fee schedule set forth in Schedule A, attached hereto and incorporated herein. HOSPITAL will provide FACILITY with an invoice detailing the Services provided. FACILITY agrees to pay HOSPITAL all fees due no later than thirty (30) days from the date of the invoice. All fees owed to HOSPITAL by FACILITY that are not paid when due shall bear interest at the rate of one and one-half (1½%) percent per month or the maximum rate allowed bylaw.

ARTICLE V TERM OF AGREEMENT

5.1. TERM. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for an initial term of one (1) year ("**Initial Term**").

5.2. TERMINATION.

(a) WITHOUT CAUSE. This Agreement may be terminated for any reason whatsoever by either party upon thirty (30) days prior written notice, in accordance with Section 11.3 of this Agreement.

(b) WITH CAUSE. Either party may terminate this Agreement "for cause" before the expiration of the Term; *provided, however*, the termination shall be effective thirty (30) days following delivery of Notice to the other party in accordance with Section 11.3 specifying the violation, unless such violation is cured to the satisfaction of the party giving Notice prior to such time. For purposes of this Agreement, "for cause" shall mean a material breach of any term or condition of this Agreement.

(c) IMMEDIATE TERMINATION. Either party shall have the right at any time during the term hereof to terminate this Agreement immediately upon the occurrence of any one of the following events:

(i) The other party fails to be covered by adequate insurance coverage as required

by Section Article VI of this Agreement.

(ii) The other party engages in fraudulent or dishonest practices or other misconduct in the rendering of Services under this Agreement.

(iii) HOSPITAL no longer employs qualified RN(s) available to perform Services hereunder.

(d) MUTUAL TERMINATION. This Agreement may be terminated at any time upon the mutual written agreement of the parties.

ARTICLE VI INSURANCE

6.1 HOSPITAL shall maintain statutory workers compensation insurance and general and professional liability insurance coverage insuring against liability for the acts or omissions of its employees, agents, officers, or servants under this Agreement in the amount of at least one million dollars (\$1,000,000.00) annual aggregate per occurrence.

6.2 FACILITY shall maintain statutory workers compensation insurance and general and professional liability insurance coverage insuring against liability for the acts or omissions of its employees, agents, officers, or servants under this Agreement in an amount of at least one million dollars (\$1,000,000.00).

6.3 Upon request, a party shall provide documentation evidencing the required insurance coverage to the other party.

ARTICLE VII EXCLUDED PROVIDER AND INDEMNIFICATION

7.1 Each party represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as a "**governmental health care program**"). Each party agrees to immediately notify the other party of any threatened, proposed, or actual exclusion of it from participation in any governmental health care program. In the event a party is excluded from participation in any governmental health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that it is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

7.2 The breaching party shall indemnify and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of Section 7.1 of this Agreement by the breaching party, or due to its exclusion from a governmental health care program out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of the party, or any of its employees, or agents providing the Services under this Agreement, in connection with its obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the

other party, its officers, employees or agents or covered by applicable insurance.

ARTICLE VIII

RELATIONSHIP OF PARTIES

8.1 INDEPENDENT PARTIES. This Agreement is an independent contract between FACILITY and HOSPITAL. Neither party shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency. Nothing in this Agreement shall be construed as limiting or restricting in any manner HOSPITAL's right to render the same or similar services as those covered by this Agreement to other individuals and entities, including but not limited to other acute care facilities. Nothing in this Agreement shall be construed as limiting or restricting in any manner FACILITY's right to obtain the same or similar services as those by HOSPITAL pursuant to this Agreement from other individuals or entities.

8.2 NO OBLIGATION TO REFER. No provisions of this Agreement are intended to directly, indirectly, covertly or overtly, require or solicit referral of patients in any way, regardless of payor source.

ARTICLE IX

ACCESS TO RECORDS

9.1 To the extent applicable, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, HOSPITAL agrees to make available, upon receipt of written request, in accordance with Section 11.3 of this Agreement, from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, or any duly authorized state agency, this Agreement, and books, documents, and records of HOSPITAL that are necessary to certify the extent of costs incurred by FACILITY under this Agreement. This Agreement shall not be construed to permit access to books, records and documents deemed confidential under any evidentiary privileges including, but not limited to, the attorney-client, doctor-patient or accountant-client privileges.

ARTICLE X

NONDISCRIMINATION

10.1 HOSPITAL agrees that no person will be denied the benefits of or be otherwise subjected to discrimination under any program or activity provided by HOSPITAL on the grounds of age, race, sex/gender identity, color, religion, handicap, marital status or national origin.

ARTICLE XI

MISCELLANEOUS

11.1 WAIVER. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power of privilege ("**Right**") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any other Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence. No waiver shall be effective unless it is in

writing and is signed by the party asserted to have granted such waiver.

11.2 CONTROLLING LAW. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of Iowa.

11.3 NOTICES. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

If to FACILITY: Clarinda Community Facility District
423 E. Nodaway Street
Clarinda, IA. 51632
Attn: Superintendent

If to HOSPITAL: Clarinda Regional Health Center
220 Essie Davison Drive
Clarinda, IA 51632
Attn: President/Chief Executive Officer

11.4 ASSIGNMENT. The rights and obligations of the FACILITY under this Agreement will inure to the benefit of and be binding upon the successors and assigns of the FACILITY. Without the written consent of FACILITY, this Agreement cannot be assigned by HOSPITAL.

11.5 ENTIRE AGREEMENT. This Agreement and attachments including any Exhibits and Schedules contain the entire understanding between the parties hereto with respect to the subject matter, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written; except as stated herein, neither this Agreement nor the attachments may be modified or amended other than by an agreement in writing.

11.6 EXHIBITS AND SCHEDULES. All Exhibits, Schedules, and addenda attached hereto, if any, are hereby incorporated by reference into, and made a part of, this Agreement.

11.7 COMPLIANCE WITH LAWS AND REGULATIONS. Notwithstanding anything to the contrary in this Agreement, in the event either party, in consultation with counsel, develops a good faith concern that continued operation of this Agreement or any activity of the HOSPITAL or the FACILITY is in violation of any applicable Federal, state, or local law or any regulation, order or policy issued under any such law, such party shall immediately notify the other party in writing of such concern, the specific activities giving rise to such concern and the reasons therefore. If an agreement on a method for resolving such concern is not reached within ten (10) days of such written notice, the activities described in the notice will cease or be appropriately altered until the concern is resolved. If the parties cannot agree on a method of resolving the concern to the satisfaction of both parties within thirty (30) days of such notice, this Agreement may be terminated by either party.

11.8 NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into by and between the parties hereto for their benefit. There is no intent by either party to create, imply or establish a third-party beneficiary or status or rights in any person except as expressly set forth in this Agreement, and no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

11.9 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement on the date first above written.

FACILITY

Clarinda Community Facility District

By:_____

Its: Board President

HOSPITAL

Clarinda Regional Health Center

By:_____

Its: President/Chief Executive Officer

SCHEDULE A
COMPENSATION TO HOSPITAL

FACILITY agrees to pay the HOSPITAL for Nursing Services in the amount of ten thousand five hundred dollars and no cents (\$10,500.00) per month from August thru May for an annual contract amount of one hundred five thousand dollars and no cents (\$105,000.00).

Definition of Nursing Services:

ESSENTIAL JOB FUNCTIONS:

- Provides health services to strengthen and facilitate the educational process by modifying or removing health-related barriers to learning in the individual students.
- Promote an optimal level of wellness of students by providing preventative health services to facilitate the students' optimal physical, mental, emotional and social growth and development.
- Identify problems and disabilities and provide such services as case finding, health education, referring, and care in order to help prevent serious health problems and manage current chronic conditions.

RESPONSIBILITIES:

- Promotes and protects the optimal health status of Facility-age children
- Provides health assessments
- Obtains a health history
- Screens and evaluates findings of deficit in vision, hearing, growth, etc.
- Observes the child for development and health patterns in making nursing assessment.
- Identifies abnormal health findings.
- Develops and implements a student health plan
- Interprets the health status of students to parents and Facility personnel.
- Initiates referral to parents, Facility personnel or community health resources for intervention, remediation and follow through.
- Provides ongoing health counseling with students, parents, Facility personnel or health agencies.
- Utilizes existing health resources to provide appropriate care of students.
- Maintains, evaluates and interprets cumulative health data to accommodate individual needs of students
- Plans and implements Facility health management protocols
- Participates in home visits when indicated to assess the family needs as related to the child's health.
- Develops procedures and provides for emergency nursing management for injuries/illnesses
- Promotes and assists in the control of communicable diseases.

- Provides health education and anticipatory guidance
- Provides direct health education, and health counseling to assist students and families in making decisions on health and lifestyles that affect health.
- Participates in health education directly and indirectly for the improvement of health by teaching persons to become more assertive health consumers and to assume greater responsibility for their own health.
- Serves as a resource person to the Facility staff members in health instruction.
- Coordinates Facility and community health activities and serves as a liaison health professional between the home, Facility and community.
- Acts as a resource person in promoting health careers.
- Engages in research and evaluation of Facility health services to act as a change agent for Facility health programs and Facility nursing practices.
- Provides consultation in the formation of health policies, goals and objectives for the Facility district.
- Where applicable, participates in the IEP plan development.
- Assist with the Medicaid claiming process and do claiming on qualified students

Personnel providing services:

Registered Nurse (Job Description attached as Schedule B and incorporated herein)

Unlicensed Assistive Personnel (Job Description Attached as Schedule C and incorporated herein)

