

AN AGREEMENT BETWEEN MARY GREELEY MEDICAL CENTER AND STORY COUNTY, IOWA TO PROVIDE PUBLIC HEALTH SERVICES TO STORY COUNTY RESIDENTS

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is made and entered into the 1st day of January, **2023**, pursuant to *Code of Iowa*, Chapter 28E, by Mary Greeley Medical Center, (hereinafter CENTER), Story County, Iowa, (hereinafter COUNTY), for the purposes set out herein.

SECTION 1. PURPOSE

The purpose of this agreement is to establish a cooperative arrangement between COUNTY and CENTER wherein the COUNTY will pay CENTER for public health services provided to Story County Residents for the duration of this agreement.

SECTION 2. BACKGROUND

- I. The parties to this Agreement have recognized that there is a need for public health services in Story County. The parties agree that CENTER, will provide services to all residents of Story County, without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate. These services would include, but not *be* limited to:
 - A. Follow ups on communicable diseases.
 - B. Community health education programs.
 - C. Assisting families in protecting the health of their children.
 - D. Providing clinic services for immunization or preventive programs.
 - E. Assisting individuals to learn about and obtain needed health and related services.
 - F. Immunization audits pursuant to 139.9(6), Code of Iowa.
 - G. Assessment of community health needs as required by the State.
 - H. Emergency Support Function (ESF) #8 – Public Health will provide the mechanism for coordinated Federal assistance to supplement State, tribal, and local resources in response to a public health and medical disaster, potential or actual incidents requiring a coordinated Federal response, and/or during a developing potential health and medical emergency.
 - I. Skilled Home Health Nursing Visits

- II. The Center shall keep all records, reports and statistical data related to public health services. and shall make and file timely reports required by statutes or administrative rules or required by the terms and conditions of any grant or other program with the appropriate governmental unit or other authority or agency requiring the same, and shall provide copies of such to The Board. The Medical Center shall maintain confidentiality of all individual medical records, except where disclosure is required by law or a court of competent jurisdiction.

SECTION 3. NO SEPARATE ENTITY CREATED

It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers or corporate powers of any party to this Agreement be affected in any way beyond the terms of this agreement.

SECTION 4. DUTIES OF CENTER

CENTER shall maintain a department to provide Public Health Nursing Services as delineated in Section 2 of this agreement, which will function under the direction of the Medical Center President. CENTER shall make available proper and sufficient space to accommodate the employees and records.

The CENTER shall have control of interviewing, hiring, discharging and setting compensation for all employees. The Personnel Policies of The Medical Center shall be in effect for all persons employed. The Medical Center agrees to employ a Registered Nurse, competent in Public Health Nursing, to direct the department, to employ other Registered Nurses and staff competent in Public Health Nursing: Services to assist in fulfilling the objectives of this agreement.

The CENTER shall obtain any necessary licenses, permits or other authority to perform its duties hereunder and shall furnish proof thereof at the request of The County or The Board.

The Medical Center will hold The County and The Board harmless from liability for any act or omission by The Medical Center, its employees and agents in performing this agreement. Nothing herein shall be deemed to be an assumption of the County's duty to establish and fund a plan of generalized public health nurse services meeting the minimum requirements of the State Department of Health. The County and The Board will be responsible for any liability claims that result from acts occurring before the date this agreement is effective.

CENTER shall work with the Board in providing direction and advice in matters relating to the public health services rendered by the CENTER. There shall be meetings scheduled for these purposes. Public Health Nursing duties established either by statute or administrative rule of the State of Iowa or any federal law or mandate shall be carried out by the Medical Center.

THE COUNTY shall provide funds to the Medical Center for providing services as contracted for and required by the Code of Iowa, Chapter 139A.

THE COUNTY shall annually budget for and provide funds to The Medical Center to provide specific services that are to be rendered by The Medical Center as required of the county.

SECTION 5. RATE OF COMPENSATION

CENTER shall have the right to bill for services rendered in compliance with established billing procedures or CENTER not in conflict with funding sources requirements (*i.e.*, Medicare, Medicaid, Blue Cross and other such carriers).

The amount of funds provided to The CENTER by COUNTY shall be determined by mutual agreement between said parties and shall be paid by The COUNTY to CENTER. Each year the CENTER shall establish a budget for the provision of public health nursing services to the COUNTY. The mutually agreed upon payment amount, method of payment and the accounting/reporting methodology shall be as set forth annually in the addendum entitled: "Addendum to Story County Public Health Nursing Agreement."

The rate of compensation will remain in effect, unless another adjustment is requested and agreed to by both parties. Such adjustment shall be in writing and duly executed by both parties.

SECTION 6. DURATION

This agreement shall continue in effect subject only to the change in the established rates of compensation provided for in section 5, unless terminated by either party pursuant to section 10.

SECTION 7. ENTIRE AGREEMENT

This Agreement represents the entire understanding among the parties and no party is relying on any representation or understanding which may have been made by the other party and which is not included in this Agreement.

SECTION 8. SEVERABILITY/INVALIDITY

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect 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 Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 9. AMENDMENTS

This Agreement may be amended at any time by an affirmative vote of the parties. Either party desiring an amendment to this Agreement shall notify the other party of its desire, and the reasons for the request.

Such a request shall be in writing to the other party, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.

If approved the amendment shall take effect upon execution.

SECTION 14. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

SECTION 15. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 16. SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives.

MARY GREELEY MEDICAL CENTER

By: _____
Authorized Representative

Date: _____

STORY COUNTY, IOWA

By: _____
Authorized Representative

Date: _____

STORY COUNTY BOARD of HEALTH

By: _____
Authorized Representative

Date: _____