

**MEDICAL SERVICES AGREEMENT
BETWEEN STORY COUNTY & INTEGRATED NURSING SOLUTIONS LLC**

THIS AGREEMENT is entered into on January 31, 2023, by Story County, Iowa, a political subdivision with an address of 1315 South B Avenue, Nevada, IA 50201, and Integrated Nursing Solutions LLC, located at 3857 Woodland Avenue, Apt. 10, West Des Moines, IA 50266.

Definitions. The following specific terms used herein are defined as follows:

- A. “Agreement” refers to this contract, or document, that is entitled above as the “Medical Services Agreement between Story County & Integrated Nursing Solutions LLC.”
- B. “Story County” or “Story County, Iowa” is referred to as “the County” and is defined to include, or encompass, all elected officials, appointed officials, employees, agents, volunteers, boards, commissions, entities, or otherwise under the purview of the political subdivision of Story County, Iowa, including, but not limited to, the Story County Sheriff’s Office, Story County Jail, the Story County Board of Supervisors, and the Story County Attorney’s Office.
- C. “Provider” refers to Integrated Nursing Solutions LLC, its affiliates, contractors, subcontractors, employees, staff, personnel, volunteers, agents, or otherwise.
- D. “Party” refers to either the County or Provider in the singular, as context requires.
- E. “The Parties” refers to the County and Provider collectively.

Purpose. This Agreement exists for the County to retain Provider in order for Provider to provide correctional healthcare services to the detainees, inmates, and arrestees of the Story County Jail (“the Jail”). This is to be accomplished by Provider supplying, employing, retaining, or otherwise providing the Jail the services of all of the following, at a minimum, pursuant to the terms set out below: (1) a medical doctor, or physician, licensed to practice medicine in the State of Iowa, to serve as Medical Director for the Jail; (2) a nurse practitioner licensed in the State of Iowa to assist in providing medical care at the Jail; (3) ongoing nursing staff comprised of Registered Nurses and/or Licensed Practical Nurses licensed in the State of Iowa to assist with providing medical care to the Jail; (4) a mental health care provider licensed to provide mental health assessments and mental health services; and (5) a Social Worker to provide, or assist in providing, mental health care at the Jail. In this Agreement, medical care and treatment, mental health care and treatment, and/or any other care or treatment relevant hereto that is to be provided by Provider to the Jail’s inmates on an ongoing basis are generally referred to as “services.”

I. RECITALS.

WHEREAS, the County desires to arrange for healthcare professionals to provide services to the detainees, inmates, and arrestees in the Jail; and

WHEREAS, Provider desires to contract with the County to provide services to the detainees, inmates, and arrestees in the Jail.

NOW LET IT BE KNOWN, in consideration of the above-recitals and the purpose(s) set forth herein, and in accordance with the mutual covenants and agreements set out below, the Parties hereby agree as follows:

II. SCOPE. Provider shall provide the following services to the County on an ongoing basis:

A. Medical Director. Provider shall provide the services of a physician licensed to practice medicine in the State of Iowa who is in good standing with all applicable, relevant licensing boards or commissions. That physician shall serve as the Jail's "Medical Director" and provide general, urgent, and other care and treatment to the Jail's detainees, inmates, and arrestees on a regular, ongoing basis. The Medical Director shall, at a minimum, perform the following functions, duties, and/or services for the County, the Jail, and the Jail's detainees, inmates, and arrestees:

1. Supervise the medical care and treatment provided at the Jail.
2. Visit the Jail at an appropriate, regular frequency to provide care to its detainees, inmates, and arrestees as demand warrants, with a minimum frequency of once per week, every week, for up to four hours each day (*e.g.*, each clinic day).
3. Perform medical procedures at the Jail when appropriate.
4. Prescribe medication as necessary.
5. Assist the Jail's staff and administrators in budgeting, planning, vendor negotiations, and related presentations when feasible and appropriate.
6. Assist the County, the Jail, and Provider with management, developing, and reviewing any-and-all treatment protocols, policies, and procedures.
7. Supervise all of Provider's on-site nursing staff who provide treatment and care.
8. Review all medical charts.
9. Be available (or ensure another known, licensed, appropriate medical care provider is available) by phone or in-person for consultation with the on-site nurses, the Jail staff, and the Jail administration, and to answer any staff questions regarding the medical and/or care needs of the Jail's detainees, inmates, and arrestees at all times (24-hours per day, 7-days per week).
10. Furnish pre-employment medical examinations for any prospective personnel of the Jail on scheduled clinic days, as requested with reasonable notice given.

B. Nursing Services. Provider shall provide the services of Registered Nurses and/or Licensed Practical Nurses (generally referred to as “Nurses”) who are licensed in accordance with the laws of the State of Iowa and the policies, rules, and procedures of the Iowa Board of Nursing. The Nurse(s) retained by Provider to provide, or assist in providing, services to the Jail’s detainees, inmates, and arrestees shall, at a minimum, perform the following functions, duties, or services, for the County, the Jail, and/or the Jail’s detainees, inmates, and arrestees:

1. Provide on-site, ongoing routine nursing coverage at the Jail daily for a minimum of 8-hours per day, 7-days per week, for 56-hours per week.
2. Conduct routine health assessments as soon as feasible after the booking process of any detainee, inmate, or arrestee is complete.
3. Conduct tuberculosis (TB) screening for all detainees, inmates, arrestees, and Jail staff when appropriate or necessary.
4. Complete routine laboratory services and diagnostic testing when appropriate.
5. Conduct suicide and mental health screenings of all detainees, inmates, and arrestees of the Jail and refer those screened persons to the Medical Director, Mental Health Provider, and/or other healthcare facility when appropriate or necessary to ensure continuity of care for those persons.
6. Provide up to six days of training annually to the Jail’s staff at the request of Jail Administration. This includes providing training as needed to any newly hired staff of the Jail and any potential refresher training as needed.
7. Be available by phone or in-person at all times (24-hours per day, 7-days per week) to assist the Jail’s staff in answering any questions regarding the care or treatment of any detainee, inmate, or arrestee, when necessary.
8. Monitor and follow all state and federal regulations when providing care.
9. Assist the Jail’s Administrator, Jail Administration, and the Jail’s staff with any issues that may arise while Provider is providing services under this Agreement.
10. Keep current, correct information in any-and-all medical records at all times.

C. Mental Health Services. Provider shall provide the services of a licensed, qualified Psychiatric Mental Health “Practitioner” (Nurse Practitioner or Psychiatrist) and a Social Worker (generally referred to interchangeably as “Mental Health Provider,” as appropriate) who, along with the Medical Director and Nurses, are charged with providing any-and-all mental health care to the detainees, inmates, and arrestees of the Jail. Specifically, the Mental Health Provider(s) shall, at a minimum, perform the following functions, duties, or services:

1. Conduct one clinic day per week via in-person or telehealth service(s) for a duration of up to two hours per week on an ongoing basis.
2. Be available by phone at all times to consult with Provider's staff and/or personnel in emergency situations, when appropriate and necessary.
3. Always ensure continuity of care for the Jail's detainees, inmates, and arrestees.
4. The Social Worker will screen all of the Jail's detainees, inmates, and arrestees and refer them to the Mental Health Provider, Medical Director, or outside facility when necessary to ensure continuity of care.

D. Spanish Translation Services. Provider shall provide bilingual, Spanish certified medical translator services whenever needed (24-hours per day, 7-days per week).

E. Responsibility to Provide Staffing and Services. Provider has the sole responsibility to provide staff and ensure they are present to provide services relative to this Agreement. The County has no duty to provide, cover, or arrange substitute staffing or personnel to accommodate any vacancy in Provider's personnel, staff, or employees that are to provide services under this Agreement. The Parties agree to communicate in good faith about any issues that may arise in the absence of any of Provider's personnel, staff, or employees at any point during this Agreement's term as soon an issue arises. If Provider's personnel, staff, or employees charged with rendering services under this Agreement cancel, fail to show up for their shift, clinic day(s), and/or clinic rotation(s) as required under this Agreement and Provider's work assignments, and no substitution is made by Provider to offset that absence, the Parties agree the County may reduce the amount owed to Provider proportionally for the value of the absent worker's shift due to Provider's failure to adequately render services pursuant to this Agreement's terms.

III. RIGHT TO REVIEW PERFORMANCE OF SERVICES. The County reserves the right to regularly review, audit, inquire, and/or otherwise investigate Provider's performance of services relative to this Agreement to ensure Provider's performance is satisfactory. The Parties agree such review, audit, investigation, or otherwise is not in any way an exercise of control, or reservation of the right to control, the manner or method by which Provider provides services under this Agreement. Instead, such review, audit, investigation, or otherwise is only carried out by the County to ensure Provider is adequately providing services under this Agreement. Any such review, audit, investigation or otherwise by the County shall be done in good faith.

A. Duty to Remedy Unsatisfactory Performance. If, at any time, Provider's performance of this Agreement's terms is found unsatisfactory by the County, the County shall provide written notice to Provider of what it found to be unsatisfactory, after which Provider shall have ten (10) days, or a longer period if the County otherwise agrees, to respond and correct the potentially unsatisfactory actions, conduct, practices, or procedures that were identified. After Provider has remedied, or corrected, the

unsatisfactory issue(s) identified by the County, Provider shall give written notice to the County of the steps it took to remedy those identified, unsatisfactory issue(s).

1. Termination for Failure to Timely Remedy Unsatisfactory Issues. If Provider fails to timely remedy the unsatisfactory matters that are, or may be, identified in the written notice sent to Provider by the County pursuant to the terms of this Agreement, the County reserves the right to immediately terminate this Agreement and its contractual relationship with Provider without penalty in accordance with the termination procedures set out herein (*see* Section XII, “Termination Rights”) that are, or would be, otherwise applicable.

IV. INDEMNIFICATION. To the extent permitted by law, each party shall indemnify and hold the other and its elected and appointed officials, employees, agents, and volunteers harmless from and against all liabilities, losses, damages, claims, or causes of action and any connected expenses caused directly or indirectly by or as a result of the negligent performance by each other of this Agreement, except that nothing herein shall be construed to require either Party to indemnify the other party from that party’s own negligence.

A. Provider Responsible for Providing Competent Care. Based on the terms of this Agreement and the lack of an employer-employee relationship between the Parties (as Provider is an independent contractor, *see below*), Provider agrees to bear the sole responsibility of providing competent medical care to the detainees, inmates, and arrestees of the Jail. Nothing contained in this Agreement shall be construed to release Provider from liability for failure to properly perform medical and/or healthcare services, medical or healthcare duties, and medical or healthcare responsibilities, that Provider is obligated to competently and properly perform under the terms of this Agreement, nor is anything intended in this Agreement to impugn any liability onto the County or the Jail for any potential failure of Provider to provide competent, proper care to the Jail’s detainees, inmates, and arrestees.

V. INSURANCE. Provider shall obtain and maintain the following minimum limits of insurance continuously during this Agreement’s entire term and, as applicable, provide certificates of insurance designating the County as a “certificate holder” on an annual basis:

A. Medical Professional Liability Insurance. Provider agrees to continuously maintain Medical Professional Liability Insurance, including medical malpractice insurance, that covers the services rendered to the County by Provider’s staff, with coverage, or policy, limits of at least \$1,500,000 per occurrence and \$3,000,000 in the aggregate.

1. Such insurance must include, but is not limited to, coverage for any civil rights violations alleged to have resulted in whole, or in part, by Provider while providing services under this Agreement, including any alleged malpractice of its physicians, providers, nurses, mental health provider(s), or otherwise.
2. Provider shall furnish the County with certificates of insurance specifically describing its coverage for Medical Professional Liability Insurance in

accordance with the above policy limits that designates the County as an additional insured (*e.g.*, designating the County as a “certificate holder”).

- B. Comprehensive General Liability Insurance. Provider agrees to always maintain Comprehensive General Liability Insurance that includes coverage for bodily injury, personal injury, property damage, and contractual damages, with policy limits of at least \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
- C. Workers’ Compensation Insurance. Given the lack of an employer-employee relationship between the Parties and the fact Provider is an independent contractor, Provider must secure and continuously maintain workers’ compensation insurance coverage for its employees, staff, and personnel in accordance with Iowa law (Iowa Code chapters 85, 85A, 85B, 86, and 87, and Iowa Administrative Code chapter 876).
 - 1. The Parties agree that the County bears no responsibility for any work-related injury or incident sustained by Provider’s staff or personnel who provide services under this Agreement, and that Provider has the sole responsibility for all potential liability related to any incident from which its employees, staff, or personnel sustain an injury arising out of and in the course of their employment.
- D. Auto Liability Insurance. Provider must do either of the following: (1) maintain business automotive liability insurance that includes single or combined policy coverage limits, or excess umbrella automobile liability insurance coverage, for all vehicles used when providing services under this Agreement, with policy limits of at least \$500,000 per accident for bodily injury, \$500,000 per accident for property damage, \$500,000 for bodily injury and/or property damage to any one person, and \$1,500,000 for total bodily injury or property damages arising from a single occurrence; *or* (2) accept responsibility in writing for all liability associated with any personal vehicle use by its personnel and staff for purposes of this Agreement (*e.g.*, travel for purposes of obtaining prescription medications, supplies, etc.) and release the County from all potential liability under the “Coming and Going Rule” for travel to and from the Jail and from any other liability associated with Provider’s vehicle use.

VI. RECORDS. The Parties shall maintain the confidentiality of all medical information obtained, recorded, or that otherwise results under this Agreement. The Parties shall comply with all legal restrictions on the disclosure of such information in accordance with the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164, the “HIPAA Privacy Rule”, or “HIPAA”), the Iowa Code, the Iowa Administrative Code, and any tribunal of competent jurisdiction’s interpretation regarding the same.

- A. Provided all necessary authorizations are obtained and legal requirements are met, the Parties shall make any confidential record, information, or other thing described above (Section “VI”) available to the County, the Jail, and any state or federal agency in any litigation where a detainee, inmate, or arrestee of the Jail is a subject or party.
- B. Records Belong to the County. Any medical information accessed, obtained, recorded, or otherwise by Provider under this Agreement belongs solely to the County.

- C. Safeguarding Patient Information. The use or disclosure of any information concerning a recipient of services by a Party relative to this Agreement for any purpose not directly connected with the administration of the Parties' duties or the purchase of services under this Agreement is prohibited except upon written consent of the County and the detainee, inmate, or arrestee of the Jail who received, or is receiving, services, or their responsible parent, guardian, or other authorized legal representative.
- D. Program Records, Controls, Reports, Monitoring Procedures, and Ownership. All patient records, program records, controls, reports, monitoring procedures, and any other documentation related to the services or care shall remain under the County's ownership and be held in the strictest confidence in accordance with all state and federal laws, any administrative rules set forth in the Iowa Administrative Code, and any other ordinances, rules, regulations, or other substantive requirements, as applicable.
1. Limitations on Access to Patient Records. Access to medical, treatment, care, or other records of the Jail's detainees, inmates, and arrestees (the "Patient") ("Patient Records") shall be limited to the Patient's provider, the Patient (upon a properly made request), and the County. Such record keeping shall be at, and under the direction of, Provider and managed in accordance with all medical practices, protocols, customs, and procedures set forth by state and federal law.
- E. Electronic Medical Records. As soon as feasible, but no later than one (1) year after the date this Agreement becomes effective, Provider agrees to obtain, purchase, or otherwise acquire an Electronic Medical Records ("EMR") system for use at the Jail. Provider agrees to implement the EMR system at the Jail for use during this Agreement's term. The EMR system will be a well-designed, correctional-specific system for a setting like the Jail.
1. Purpose of EMR System. The purpose of the EMR system is to deliver care gains in the areas of efficiency, compliance, and liability protection to the Parties when providing services pursuant to this Agreement through the proper use of well-designed, correctional-specific EMR. Implementing the EMR system ensures competent care and treatment is being given by Provider and its personnel under this Agreement. The EMR system exists to add protections to the Parties by ensuring proper protocols are followed and providing proof those protocols were adhered to when administering services, treatment, or care to the detainees, inmates, and arrestees at the Jail. It exists to help defend the Parties if they are ever accused of being responsible for a bad outcome or any impropriety that could result in liability. The EMR system helps ensure that if turnover among Provider's personnel providing services at the Jail occurs, a system exists to ensure consistency and continuity of care during that transition.
 2. Costs of EMR System Acquisition, Implementation, and Use. Provider shall acquire, implement, obtain, and utilize an EMR system. The acquisition, implementation, and use of the EMR system shall be at Provider's cost and shall not increase the total amount owed to Provider by the County under this

Agreement. If the Parties' business relationship terminates, or after the term of this Agreement expires, is not otherwise renewed, or is terminated, Provider shall grant the County the option to purchase the relevant EMR system at 50-percent (50%) of the cost of what Provider initially paid for it.

3. Information in EMR System Belongs to the County. Any information stored using the EMR system belongs solely to the County, not Provider. If this Agreement's term ends, is terminated, or is otherwise not renewed, the County will retain exclusive custody and rights to the records and information stored, compiled, created, or otherwise in, or by, the EMR system and Provider.

F. Records Retention. Provider agrees to retain all books, records, and other documents related to this Agreement for the longer of either a period of six (6) years, which shall begin after the end of the calendar that the services were provided, or any longer period that may be required to complete an audit and resolve any pending findings of that audit. Provider agrees to make these documents available to the County and any other person, entity, or agency that is authorized by the County or otherwise legally authorized by law to audit, access, and review such documents under the laws of the United States and/or the State of Iowa. This provision applies regardless of the form the relevant records are in (*e.g.*, physical or electronic form).

VII. DATA PRACTICES. Provider agrees to abide by the data practices provisions, laws, regulations, rules, orders, and other applicable requirements of the United States and State of Iowa that relate to data privacy and confidentiality. Provider agrees to abide by any such provisions, conditions, and requirements that may become effective upon amendment, if such occurs. Provider agrees to indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents, and volunteers from and against any liabilities, losses, damages, claims, or causes of action, and any connected expenses that are, or may be, caused directly or indirectly by, or as a result of, any claim arising from Provider's unlawful disclosure and/or use of such protected data. The terms of this Paragraph shall survive any potential cancellation, or termination, of this Agreement.

VIII. FISCAL RESPONSIBILITY, RECORDS, CONTROLS, REPORTS, AND MONITORING PROCEDURES. Provider agrees to maintain books, records, documents, and accounting procedures and practices that properly reflect its direct and indirect costs it expends in performance of this Agreement. Said records shall be made available to the County, State of Iowa Auditor, any federal or state agency, and any person authorized by the County, at all reasonable times for inspection, review, and/or auditing.

IX. PROPRIETARY INFORMATION. The County agrees all of Provider's written protocols and procedures ("Protocols") are the proprietary information of Provider and constitute "trade secret information." The County agrees to hold all of Provider's Protocols in strict confidence and will not use the Protocols for any purpose other than in connection

with the services provided under this Agreement. The County further agrees it will not disclose, distribute, or provide access to Provider's Protocols to anyone except to the extent necessary to perform, or execute, the terms of this Agreement.

X. TAXES, PERMITS, AND CERTIFICATION. Provider shall pay all applicable taxes, including sales and excise taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement at all times. As a condition precedent to this Agreement, the Provider's Medical Director shall display a State of Iowa license to practice medicine and provide, upon request, a certificate to prescribe medication from the United States Drug Enforcement Agency.

XI. TERM. This Agreement shall be in effect from February 1, 2023, to June 30, 2026. This term shall be renewed automatically at the end of the initial term for additional one-year terms thereafter unless either Party gives notice of its intent not to renew, or to terminate, this Agreement. If such notice is properly given by either Party before the end of the term, this Agreement shall terminate upon the expiration of 90-days, at the end of the then-existing term, or on the date specified in the notice provided by the Party.

XII. TERMINATION RIGHTS.

A. The County's Termination Right(s). The County may terminate this Agreement upon 90-days written notice if Provider is in default and/or breach of this Agreement.

1. Default. The events, actions, errors, or omissions by Provider that could result in default and thus grant the County the right to terminate this Agreement after providing 90-days written notice include, but are not limited to, the following:
 - i. Provider's failure to provide services pursuant to this Agreement within the specified time, or upon the extension thereof, as agreed to by the County.
 - ii. Provider's failure to perform any of the provisions of this Agreement, or Provider's failure to prosecute the work relevant to this Agreement, thereby endangering performance of this Agreement in accordance with its terms and, after Provider receives written notice from the County, Provider's failure to correct such failures within 10 calendar days, or a longer period that the County may otherwise authorize (*see* Section "III" above).
 - iii. Provider's insolvency, declaration of bankruptcy, under-capitalization, or other detrimental business-related condition that could result in Provider being unable to perform services as required under this Agreement. This includes, but is not limited to, Provider failing to timely pay its personnel so as to create a potential risk of the County becoming unable to ensure that the services that are to be rendered by Provider under this Agreement are always available to the Jail's detainees, inmates, and arrestees.

2. Immediate Termination Right. The Parties knowingly, intelligently, and voluntarily agree that the County reserves the right to terminate this Agreement in good faith immediately upon providing written notice to Provider if any condition results in it being impossible, impractical, or infeasible for Provider to perform the services in accordance with the terms of this Agreement.
- B. Provider's Termination Right(s). Provider may terminate this Agreement upon 90-days written notice to the County if the County defaults, or is in breach, of this Agreement's terms. Such default may include, but is not limited to, the County's failure to make payments within 30-calendar-days of receipt of Provider's written invoice.
- C. General Termination Right. Notwithstanding the other provisions of this Agreement related to termination, the Parties agree that either Party may terminate this Agreement with, or without, cause upon 90-days written notice to the other Party.

XIII. PERSONNEL POLICIES. The Parties agree to comply with the non-discrimination requirements of the Iowa Department of Corrections and the County's personnel policies. They further agree to comply with the requirements of the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII), the Civil Rights Act of 1991 (Pub. L. 102-166) (CRA), and the Lily Ledbetter Fair Pay Act of 2009 (Pub. L. 111-2). The Parties shall comply with the Iowa Civil Rights Act of 1965 (Iowa Code chapter 216) and shall not do any of the following:

- A. Discriminate against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability in accordance with Iowa Code section 216.6(1)(a) (2022).
- B. Treat any detainee, inmate, or arrestee differently from another detainee, inmate, or arrestee with respect to the range of services Provider provides, or the criteria Provider uses in determining the eligibility for those services, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability.

XIV. INDEPENDENT CONTRACTOR RELATIONSHIP. Provider shall act and perform as an independent contractor of the County at all times. The Parties agree no employer-employee relationship has, or will, form between them, and no personnel, staff, or employee(s) of Provider are acting, or will act, as an employee of the County for any purpose. Nothing in this Agreement shall be construed to find Provider's personnel, staff, and employees to be employees of the County. Provider's personnel, staff, and employees shall never be entitled to any right, privilege, or benefit of a County employee including, but not limited to, workers' compensation, health, and death benefits.

- A. Nothing herein shall be construed to create a joint-venture, partnership, or other similar relationship between the Parties.
- B. Neither Party shall have, or exercise, any control or direction over the methods by which the other Party provides services relative to this Agreement. Neither Party nor their respective agents, personnel, staff, or employees shall be construed to be the agent,

employee, representative, or otherwise of the other Party. Each Party shall be solely responsible for any liability that may arise from, or in connection with, any act or omission by that Party, its agents, its employees, or otherwise.

- C. Provider shall be responsible for employing any persons who will provide or render the services relative to this Agreement. Provider shall have the right to employ additional, or different, persons during the term of the Agreement. Provider will inform the County of any change in the persons it chooses to employ at least 30-days before any such change in order for the County to ensure such persons are properly credentialed and approved for work at the Jail pursuant to, and consistent with, the governing policies.
- D. Provider acknowledges and agrees no amount for state or federal income taxes, FICA, FUTA, or otherwise will be withheld or deducted from the payments made to Provider by the County. Provider further acknowledges and agrees it bears sole responsibility to comply with the applicable tax provisions set forth under state and federal law.
- E. Provider shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform and/or provide the services relative to this Agreement. As such, Provider may elect to perform administrative duties away from the Jail.
- F. Provider shall be responsible for all expenses, professional development, training, and personal equipment expenses (including, but not limited to, pagers, cell phones, etc.) expended to provide services under this Agreement. No separate reimbursement for expenses of Provider's personnel, staff, and employees shall be made by the County.
- G. Nothing in this Agreement shall be construed to limit Provider's ability and/or right to provide medical services to other public, or private, organizations, associations, entities, or persons while this Agreement is in effect.
- H. Provider's personnel, staff, and employees consent to completing a security and/or criminal background check before beginning work at the Jail. Provider's personnel, staff, and employees' authority to enter the Jail (a secure facility) is contingent upon successfully passing this security and/or criminal background check. The County retains the right to unilaterally terminate this Agreement if any potential security threats are presented by Provider's personnel, staff, and employees if such security issues are not corrected within ten (10) days of Provider receiving written notice from the County regarding such security issue(s). The Parties agree this right of unilateral termination shall at no point be construed as the County exercising any control, or direction, over the methods by which Provider provides services under this Agreement; instead, this right of termination exists to reflect the simple execution of the County's duties as required by the policies, procedures, and rules set forth under established law.

XV. COMPENSATION.

- A. Payments and Compensation to Provider. Provider, in consideration for the services provided pursuant to this Agreement, shall be paid monthly on, or before, the 15th of each month, and shall be compensated monthly in the amount of \$24,666.66. The initial

payment for services under this Agreement by the County to Provider will become due upon signing this Agreement, but shall be paid as soon as is reasonable in accordance with the County's standard claim payment schedule, practices, and procedures.

1. Annual Increases in Compensation. Compensation owed to Provider by the County in consideration for the services provided under this Agreement shall increase by two-and-one-fifth percent (2.2%) over the rate then in effect on June 30, 2024, and then on each subsequent June 30 for the duration that this Agreement is in effect thereafter. The Parties specifically agree that, in order for all annual increases to properly align with the County's fiscal year that begins annually on July 1, all annual compensation increases will occur on June 30 of each year, with the first annual compensation increase occurring on June 30, 2024. No annual compensation increase shall occur on June 30, 2023.
 2. Invoices to the County Required. Provider shall submit an invoice to the County before the fifth day of each month for which services are rendered. By assenting to this Agreement, Provider acknowledges its submission of an invoice in the monthly amount owed to it by the County is required every month in order for the County to be able to remit payment to Provider.
 3. Calculation of Fractional Amounts Owed for Periods of less than One Month. The amount to be paid to Provider for a period that is less than one month shall be determined by multiplying the applicable monthly amount owed by the fractional amount due, where the numerator shall be the number of days in the month during which services were actually provided by Provider to the County, and where the denominator is 30 (e.g., the average number of days per month).
 4. Method of Payment. The County will make all payments to Provider by check in accordance with this Agreement's terms, this Section, and the County's policies and procedures. Payment by check of the sum owed to Provider by the County shall not increase the amount owed to Provider at any time.
- B. Agreement to Negotiate Additional Compensation if Material Change Occurs in the Jail's Average Daily Population. Notwithstanding Paragraph "A" above, the Parties acknowledge a significant increase in the Jail's average daily detainee, inmate, and arrestee population may result in Provider needing to increase nursing hours or staff, and/or increase medical or mental health provider staff clinic days and hours to accommodate such an increased workload. Thus, if a substantial increase or decrease in the average daily population of the Jail occurs, the Parties agree to negotiate in good faith for changed services to accommodate such a situation if and when it occurs.
- C. The County Remains Responsible for Outside Services and Costs. The County shall be responsible for medical services and the related costs of those services that may be provided outside of the Jail to the Jail's detainees, inmates, and arrestees.
1. Provider shall not be responsible for any medical service costs provided to the Jail's detainees, inmates, and arrestees who receive services outside the Jail.

XVI. LIMITATIONS.

- A. The County shall be responsible for the costs of any routine daily office supplies, medical supplies, biomedical waste disposal, pharmaceuticals, and larger specialized equipment including, but not limited to, the following:
 - 1. Ambulance or other transportation services;
 - 2. Specialized limited-use equipment;
 - 3. X-rays, lab services, hospital, or outside clinic charges;
 - 4. Furniture, fixtures, equipment, and utilities necessary to operate the medical department of the Jail; and
 - 5. Any off-site service(s) provided by a healthcare provider other than Provider.

- B. The County recognizes that the acquisition of certain additional equipment and/or non-routine supplies may be necessary or desirable to Provider for it to deliver the standard of care contemplated by this Agreement. Provider may recommend the acquisition of such equipment and/or supplies to the County, and Provider will use all good faith efforts to identify cost-effective sources for such equipment and/or supplies it may identify. All equipment acquired by Provider and paid for by the County must be pre-approved by the Story County Sheriff or their lawful designee.
 - 1. Any additional equipment and/or non-routine supplies that are pre-approved pursuant to the above-Paragraph will be the County's sole property. Provider will not obtain or receive any interest in any such item(s).

XVII. SUBCONTRACTING & ASSIGNMENT. Provider may, after obtaining prior written consent from the Story County Sheriff or their designee, enter into a subcontract or assignment for the services related to this Agreement and any of the work contemplated herein, so long as Provider's established responsibilities are carried out with the required reasonable care and quality contemplated by this Agreement's terms. Any subcontract or assignment shall be attached as an Addendum to this Agreement if such an event occurs.

- A. If Provider seeks consent properly to subcontract or assign its responsibilities, duties, or obligations established herein, such consent will not be unreasonably withheld.

XVIII. SECURITY & SAFETY. The County understands and agrees adequate security is necessary for the safety of Provider's personnel and staff, as well as for the security of the County's employees and the Jail's detainees, inmates, and arrestees. The County agrees to provide sufficient security, including on-site escort of detainees, inmates, and arrestees, when deemed necessary by Provider, in order for Provider, its personnel, and its staff to provide the services contemplated under this Agreement.

- XIX. NOTICES.** Any notice given by the Parties shall be deemed to have been given only if it is in writing and either hand-delivered or sent via First Class Mail. Such notice is deemed to have been given when sent. Such notice shall be sent to the County at the following address: Story County Jail, 1315 South “B” Ave., Nevada, IA 50201. Any such notice shall be sent to Provider at the following Address: Integrated Nursing Solutions LLC, Attn: Hector M. Salamanca, 3857 Woodland Ave., Apt. 10, West Des Moines, IA 50266.
- A. Email. The Parties may request regular communications by email. If contacting the County, the following email shall be used: Jasmussen@storycountyia.gov. If contacting Provider, the following email shall be used: hectornurse@icloud.com.
- XX. EXPERIMENTAL TREATMENT.** Provider shall not provide any experimental medical services, treatment, care, or otherwise to the Jail’s detainees, inmates, or arrestees.
- XXI. FURTHER ACTS.** The Parties agree to perform, execute, and deliver any further acts and/or documents that are reasonably necessary to carry out the terms of this Agreement.
- XXII. ADVICE OF COUNSEL.** The Parties agree they have had the opportunity to seek counsel before executing this Agreement, that they are freely entering into this Agreement, and that this Agreement is, and will be, construed as if it was drafted by both Parties.
- XXIII. AUTHORITY.** The persons signing below expressly represent that they have the right and authority to execute this Agreement for their respective entities and that no further approval is necessary for this Agreement to be effective and enforceable after signing.
- XXIV. WAIVER.** A Party’s waiver of a breach of this Agreement’s provisions will not constitute a waiver of any subsequent breach or other provision or be considered a waiver of any provision itself. Any waiver of a provision of this Agreement, or of a Party’s rights or remedies established herein, must be in writing to be effective. A Party’s failure, neglect, or delay in enforcing this Agreement’s provisions, its rights, or its remedies, will not be (1) construed as a waiver of its rights or remedies under this Agreement, (2) will not affect the Agreement’s validity, or (3) otherwise prejudice the Party’s right to take subsequent action.
- XXV. JURISDICTION.** This Agreement shall be governed by the laws of the State of Iowa. Any action to enforce the provisions of this Agreement, or arising from the actions of either Party in connection therewith, shall be brought in the Iowa District Court in Story County, Iowa, except such action as may be necessary by the County to protect, preserve, and realize its potential security interest in any collateral located in another jurisdiction.

XXVI. HEADINGS. The headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement in any way.

XXVII. ENTIRE AGREEMENT. This Agreement contains and reflects the entire understanding of the Parties with respect to its subject matter. This Agreement supersedes all prior commitments, understandings, warranties, negotiations, or otherwise, all of which are rendered null-and-void upon the execution of this Agreement. No amendment or modification of this Agreement shall be made, or deemed to have been made, unless such amendment or modification is in writing, signed, notarized, and executed by the Parties. The Parties further agree that performance of this Agreement does not obligate either Party to enter into further agreements or business arrangements with the other Party in the future.

XXVIII. SEVERABILITY. If any provision of this Agreement is, or becomes, null, void, or unenforceable by operation of law, the other provisions will remain valid and enforceable.

WHEREFORE, by affixing our signatures below, as duly-authorized representatives of the Parties, we knowingly, intelligently, and voluntarily agree and assent to the terms and conditions of this Agreement, as set forth above. We further agree we do so free of any duress, coercion, and undue influence that could otherwise undermine the validity of this Agreement.

IN WITNESS THEREOF, and by affixing our signatures below, each of the Parties has caused this Agreement to be executed on its behalf by its duly-authorized representative.

Hon. Latifa Faisal
Chair, Story County Board of Supervisors
REPRESENTATIVE FOR STORY COUNTY

Mr. Hector M. Salamanca
Organizer, Member, & Registered Agent
REPRESENTATIVE FOR INTEGRATED
NURSING SOLUTIONS LLC

and

Hon. Paul H. Fitzgerald
Story County Sheriff
REPRESENTATIVE FOR STORY COUNTY

Signed and attested before me on the ____ day of _____, 2023.

Notary Public, *State of Iowa*

Printed Name: _____

[Notarial Stamp/Seal]