

Community Health Agreement

This joint and cooperative agreement (hereinafter referred to as the "Agreement") is made and entered into the ____ day of _____, 20____, pursuant to Code of Iowa Chapter 28E, by Franklin General Hospital, ("Hospital"), Franklin County Board of Health ("Board"), and Franklin County Board of Supervisors ("Supervisors"), for the purposes set out herein. Effective 90 days after the signing of the agreement.

RECITALS

- A. WHEREAS, Franklin General Hospital is organized and operating under Iowa Code Chapters 347 and 347A to provide health care services and promote wellness to the residents of Franklin County, Iowa, and the surrounding area; and
- B. WHEREAS, Franklin County is a political subdivision of the state of Iowa.
- C. WHEREAS, The Franklin County Board of Health is organized under Iowa Code Chapter 137, has jurisdiction over public health matters within the county, and provides certain public health services to the residents of Franklin County. For purposes of this Agreement, "public health services" includes home health care services currently being offered by Franklin County; and
- D. WHEREAS, the Franklin General Hospital Board of Trustees, the Franklin County Board of Supervisors, and the Franklin County Board of Health, are mutually desirous of entering into an agreement for the provision of public health services to residents of Franklin County and who reside within the established service area of the Hospital; and
- E. WHEREAS, all parties heretofore mentioned desire to maintain local control and cost efficiency in the provision of public health services.

SECTION 1: PURPOSE

The purpose of this agreement is to establish a cooperative arrangement between the Hospital, Board and the Supervisors for public health, home health care, home health aide and homemaker services provided to Franklin County residents for the duration of this agreement.

The parties agree that the Hospital providing management and services to the programs is the most efficient and effective means of providing public health services to the public, and desire to contract such an arrangement between the parties.

SECTION 2: AUTHORITY

The authority for this agreement is Iowa Code §137.104(2)(c), Title 641, Chapters 77 and 80 of the Iowa Administrative Code ("IAC").

SECTION 3: SERVICES

The parties to this Agreement recognize there is a need for public health, home health care, home health aide and homemaker services in Franklin County. The parties agree that Hospital will provide services to

all residents of Franklin County without regard to their ability to pay for such services. A sliding fee schedule will be used when appropriate.

This contract does not include services to residents outside of Franklin County unless agreed upon and made a part of this contract by written addendum.

Services would include, but not be limited to:

3.1 Public Health Services

- a) Immunizations and vaccines
- b) Blood pressure checks and wellness screenings
- c) Foot clinics and nail care education
- d) Communicable disease follow-up
- e) Community Education and Navigation of services/needs

3.2 Home Health Care (Certified)

- a) Skilled nursing services. Including but not limited to health assessment, medication management, health education, wound care, infusion services.
- b) Therapy services. Including but not limited to physical, occupation and speech therapy.

3.3 Home Care Aides (Non-certified and Contracted)

3.4 Homemakers

- a) Assistance with personal care
- b) Shopping for essential needs
- c) Routine cleaning of client's home
- d) Laundry assistance
- e) Meal planning and preparation
- f) Respite care
- g) In county medical transportation when part of a care plan

SECTION 4: DUTIES OF HOSPITAL

4.1 The Hospital shall maintain a department to provide the services as delineated in Section 3 of this agreement, which will function under the direction of the Chief Nursing Officer. Hospital shall make available proper and sufficient space to accommodate the employees and records.

4.2 The Hospital shall have control of interviewing, hiring, discharging and setting compensation for all employees. The personnel policies of the hospital shall be in effect for all persons employed to provide services delineated in Section 3 of this agreement.

4.3 The Hospital shall obtain any necessary licenses, permits or other authority to perform its duties herein and shall furnish proof thereof at the request of the Board or the Supervisors.

4.4 The Hospital shall meet training and qualification standards set by the Iowa Department of Health (“Department”) for all personnel through whom services are provided.

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

4.6 The Hospital 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 agency requiring the same and shall provide copies of such to the Board. The Hospital shall maintain confidentiality of all individual medical records, except where disclosure is required by law or a court of competent jurisdiction. All such records shall be made available to the Department, Board and Supervisors and their representatives for inspection upon request.

4.7 The Hospital shall recommend fee schedules for services to be billed directly to payors and recipients for approval by the Health.

4.8 The Hospital shall operate as billing agent for the Board and bill for, collect, endorse and deposit all service revenue into Hospital accounts, provided that all such billings shall not be inconsistent with Department contract commitments or Board charity care policies. Revenue and expense reports will be reviewed by the Board. The parties agree that county funding from the Supervisors shall be the funding of last resort, and that the Hospital shall use its customary billing and collection practices to obtain payment for services in accordance with the fee schedule.

4.9 The Hospital shall annually submit a work plan to the Board for approval and submission in accordance with 641 Iowa Administrative Code 80.3(2)(a).

SECTION 5: DUTIES OF BOARD OF HEALTH

5.1 The Board of Health (“Board”) shall maintain its responsibilities as “contractor” under 641 Iowa Administrative Code Chapter 80. As contractor, the Board shall make certain as follows:

a. A work plan is submitted annually through an application process that identifies the intended public health interventions and essential public health services for the fiscal year.

b. Staff are available to meet the core public health functions and deliver essential services and interventions outlined in said work plan.

c. Policies and procedures are available for implementation of the work plan.

d. The Board shall review all financial statements and reports related to the Franklin County public health services.

e. Contract required documentation, including performance metrics is submitted to the Department by the established deadline.

f. Formulation and execution of a local appeal process for public health interventions identified in the work plan.

5.2 The Board shall continue to hold all contracts and be responsible to the Department, the Supervisors and the public for the operation of the programs. Under this agreement, the Board, with cooperation of the Supervisors, contracts with the Hospital for the day-to-day management and operation of its various programs. Additional programs may be added to this agreement by written agreement of the parties.

5.3 The Board working with the County Supervisors shall annually budget for and provide funds to the Hospital to provide specific services outlined in Section 3 herein that are to be rendered by the Hospital.

5.4 The Board shall allow the Hospital access to all clinical, financial, insurance, billing and business records of the Board related to the programs and services. All such records pertaining to the programs and services which are created during the term of this agreement shall remain the property of the Board and shall be returned to the Board upon termination of this agreement. The Hospital thereafter shall have a continuing right of access to such records in accordance with its ongoing business and legal needs as prior manager and operator.

5.5 The Board shall ensure fiscal accountability of funds.

5.6 The Board shall ensure that all applicable local, state and federal requirements are met.

SECTION 6: DUTIES OF THE BOARD OF SUPERVISORS

6.1 In consideration for Hospital's services provided under this Agreement, the Supervisors shall pay the Hospital according to the terms set forth in Exhibit A, as reviewed annually by mutual agreement of the parties. Any party may make a request for review of compensation terms by giving the other party sixty (60) days' notice in writing.

SECTION 7: JOINT EFFORTS

7.1 The Hospital and the Board shall work jointly to apply for and negotiate subsequent Department contracts. The terms of all such Department contracts must be approved both by the Board and the Hospital.

7.2 The Hospital and the Board shall jointly prepare and mutually agree to a budget for each contract year covering the Department, county and other available funding needed to operate the programs. Such budget shall not be effective until approved by the Board and the Supervisors as to their respective funding commitments for the year. This agreement shall not be construed as requiring the Hospital to perform unfunded public health functions of the County.

SECTION 8: DURATION

The term of this Agreement shall be for 3 years duration, commencing on _____ and terminating on _____. This Agreement shall automatically renew for successive one-year terms, unless either party gives the other party written notice of nonrenewal at least ninety (90) days prior to the anniversary date.

SECTION 9: TERMINATION

9.1 Either party may terminate their participation in the agreement for cause upon thirty (30) days prior written notice by any party in the event of a material breach by another party, if the breach specified in the notice is not cured during the notice period.

9.2 Any party may terminate this Agreement following reasonable written notice to the other party based upon an opinion from the party's legal counsel that existing or changed law, regulations, or case law applied to this transaction creates an unreasonable risk of sanction, prosecution, or assessment to the party giving notice. However, in the event of such circumstances, the parties will attempt in good faith to amend and renegotiate their agreement to carry out their purposes in compliance with the applicable laws and regulations.

SECTION 10: EFFECT OF TERMINATION

Upon termination of this Agreement, regardless of the basis for termination:

10.1 The Board shall retain all clinical and medical records and all other Program operation records, subject to the Hospital's right to review and inspect as needed.

10.2 Hospital representatives shall be removed as signatories from all program accounts.

10.3 The parties shall share equally in the cost of an independent audit of the programs and its operations, if deemed necessary by either party.

10.4 All Hospital logos shall be removed from program sites and from all bills, memoranda, letters and correspondence of the programs.

10.5 All inventory and supplies shall remain the property of the Hospital.

10.6 The Hospital shall return to the Board all files, books, policies, manuals, and other property paid for as a program expense.

10.7 The parties will cooperate in the preparation of any annual program evaluations required by the Department.

SECTION 11: EFFECTIVE DATE

This Agreement shall take effect upon execution by the parties as required by law.

SECTION 12: NOTICES

Notices under this Agreement shall be in writing and delivered to the representative of the party identified below. The effective date of any notice shall be the date of actual delivery. Preferred means of notice shall be mailed by first class mail, postage prepaid, to the parties at the following addresses:

If FGH Hospital
Attention
CEO: _____
1720 Central Avenue East
Hampton, IA 50441

If Franklin County, Iowa
Attention
Title: _____

If Franklin County Board of Health:
Attention
Title: _____
Address: _____

SECTION 13: NO ASSIGNMENT OR DELEGATION

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of the Hospital, Board and Supervisors.

SECTION 14: AMENDMENTS

This Agreement may be amended only by written agreement of the Board and the Hospital.

SECTION 15: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the management and operation of the public health programs and subsumes and incorporates all prior written and oral statements and understandings pertaining to the subject matter herein. However, it is expressly contemplated that , from time to time, the Hospital will enter into separate written agreements with the Board which are supplementary or collateral to this agreement.

SECTION 16: SEVERABILITY

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of competent jurisdiction, 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 parties to this Agreement or frustrate the purposes of this Agreement.

SECTION 17: MISCELLANEOUS

NO INDEMNIFICATION: no party shall be responsible for the action or inactions of any other party, or its representative, employees, officers, elected or appointed officials, or agents.

NON-DISCRIMINATION: Hospital shall provide all services in a non-discriminatory manner.

ENFORCEMENT BY THIRD PARTY: This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement or in the solicitation of proposals preceding this Agreement shall have the effect of conferring any rights or expectations on any third party. No person other than a party of this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term, or condition of this Agreement.

WAIVER: The failure of any Party to insist in any one or more instances upon performance of any terms or conditions of the Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but obligations of such party with respect thereto shall continue in full force and effect.

ADMINISTRATION/ADDITIONAL PROPERTY: No separate legal or administrative entity is necessary to carry out the arrangement contemplated by this Agreement. It is not contemplated that any additional or real or personal property will be acquired by any party in carrying out the objectives in this Agreement.

CONDITIONS OF APPROVAL: This agreement and all amendments and addenda hereto are not binding until approved by the governing body of each respective party. This Agreement shall be filed with the Secretary of State of Iowa in accordance with the provisions Code 28E.8.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date written above and effective as of the date so noted above.

FGH Hospital

By: _____

Title: _____

Date: _____

Franklin County, Iowa

By: _____

Title: _____

Date: _____

Franklin County Board of Health

By: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A TO COMMUNITY HEALTH AGREEMENT

To be added after review

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