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9/10/24

**AGREEMENT FOR  
HOSPITAL MORGUE USE**

This Agreement for Hospital Morgue Use ("Agreement") is entered into by and between Northwest Iowa Hospital Corporation d/b/a UnityPoint Health – Sioux City, an Iowa nonprofit corporation ("UPH-SC"), and the Woodbury County Board of Supervisors, a subdivision of the State of Iowa ("County"), effective September 1, 2024 ("Effective Date").

**WHEREAS**, UPH-SC operates an acute care hospital in Sioux City, Woodbury County, Iowa and operates a morgue in connection with that hospital,

**WHEREAS**, County is intermittently in need of the use of a morgue ("Services"), and

**WHEREAS**, the parties have concluded that, in furtherance of their shared mission, they wish to arrange for UPH-SC to provide Services to County according to the terms set forth in this Agreement,

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Obligations of UPH-SC.** UPH-SC will provide County with the Services itemized in the first table set out on Exhibit A, attached to this Agreement and incorporated into it by reference ("Services"). Subject to availability, UPH-SC will also make available the supplies itemized on the second table set out on Exhibit A ("Supplies").

2. **Obligations of County.** County will make use of the morgue and UPH-SC's Services in accordance with all Laws, as defined below, and with UPH-SC's policies and procedures, and County will pay UPH-SC's invoices as set forth below.

3. **Payment.** UPH-SC will issue monthly invoices to County reflecting all charges for Services and Supplies, and County will pay UPH-SC in full within thirty (30) days after its receipt of any invoice from UPH-SC. Applicable charges are set out on the attached Exhibit A.

4. **Independent Contractor.** In the performance of this Agreement, UPH-SC shall at all times be an independent contractor and not an agent of County. UPH-SC alone shall be responsible for the method and manner in which it and its employees carry out the duties set forth in this Agreement. UPH-SC shall remain the exclusive employer of the persons performing Services, and shall be solely responsible for paying their wages, payroll, payroll reporting, withholdings and payments including all Social Security, income taxes, unemployment taxes, workers' compensation insurance, benefits, benefit administration, benefit continuation obligations, and any other related payroll taxes or deductions, (together with any required employee contributory portion) and other employee benefit costs and contributions.

5. **Compliance.** All Services rendered by UPH-SC and County's use of Services pursuant to the terms of this Agreement will be in accordance with all applicable laws, rules and regulations of all local, state and federal regulatory agencies and accrediting bodies with jurisdiction over any aspect of Services performed under this Agreement ("Laws").

6. **Indemnity.** Each party (the "Indemnifying Party") agrees to indemnify and hold the other party, its officers, directors, employees and agents (the "Indemnified Party") harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney's fees and court costs) arising out of (i) the negligence acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement, including any attachments or exhibits to this Agreement, by the Indemnifying Party.

7. **Term.** The term of this Agreement shall be from the Effective Date through December 31, 2025.

8. **Termination.** Notwithstanding the stated term, this Agreement may be terminated as follows:

a. **For Cause.** For cause, by either party, upon giving the other party not less than thirty (30) days' prior written Notice of termination specifying the alleged breach and the date on which termination will be effective, provided that in the event of termination for cause under this subparagraph, the party receiving Notice shall have the notice period in which to correct or cure the alleged breach to the reasonable satisfaction of the party giving Notice. It shall be a terminable breach of this Agreement for County to present medical waste and/or sharps to UPH-SC in violation of the Guidelines;

b. **Supervening Law.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written Notice to the other party based upon an opinion from such party's legal counsel that existing or changed statute, regulation, interpretation, case law or other Laws applied to this transaction create(s) an unreasonable risk of sanction, prosecution, or assessment to the party giving Notice; or

c. **Without Cause.** By either party, for any reason upon sixty (60) days' advance written Notice to the other party.

9. **Access to Books and Records.** To the extent required by Laws, until the expiration of four (4) years after the furnishing of products and services pursuant to this Agreement, County agrees to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of products and services provided by UPH-SC hereunder.

10. **Notices.** Any Notices relating to this Agreement must be in writing and shall be mailed to their parties at their principal place of business, by certified mail, return receipt requested. Notice will be deemed to have been given on the third (3rd) mailing day after being deposited in United States mail.

11. **Governing Law.** This Agreement is made under and shall be construed according to the laws of the State of Iowa excluding its conflicts of laws principles.

12. **Jurisdiction; Fees and Costs.** The parties consent to the jurisdiction of courts sitting in the State of Iowa over any dispute arising between them regarding this Agreement. If

either party brings legal action regarding this Agreement. the prevailing party shall be entitled to reasonable attorney fees and costs.

13. **Entire Agreement.** This Agreement states the entire agreement between the Parties and supersedes any prior agreements, understandings, or representations with respect thereto.

14. **Amendments.** Any amendment to this Agreement must be made in writing and signed by authorized representatives of both Parties.

15. **No Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. No waiver of any term or condition of this Agreement will be valid or binding on a Party unless agreed upon by such Party in writing.

16. **Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

17. **Assignment.** Neither party may assign its rights or obligations under this Agreement except to an affiliate of the party, or with the express written consent of the other, which shall not be unreasonably denied.

18. **Counterparts.** This Agreement may be executed in multiple counterparts, any one of which will be deemed an original, but all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

NORTHWEST IOWA HOSPITAL  
CORPORATION

WOODBURY COUNTY BOARD OF  
SUPERVISORS

By: *John Amald*

By: *Matthew Ung* Matthew Ung

Title: *Mark of President*

Title: Chairman

Date: *9-30-2024*

Date: 9/10/2024

**EXHIBIT A**

**UnityPoint Health  
Woodbury County Monthly Morgue Costs**

Service	Rate	Monthly Total
EVS Cleaning	\$23.50/hour*	\$174.55
Laundry	\$0.61/lb	\$20.33
Security	\$30.62/hour*	\$278.16
Supplies**	\$539.11/year	\$44.94
Stericycle	\$200/year	\$16.67
<b>TOTAL</b>		<b>\$534.65***</b>

\*Includes benefits

\*\*\*An additional \$75 storage fee per case will be billed if Medical Examiner Cases are stored in the hospital morgue pending disposition.

**\*\*Itemized supplies**

	Quantity	Unit Price	Total Price	Monthly
Shoe covers	4 boxes	\$19.23/box	\$76.92	\$6.41
Gloves	12 boxes	\$9.25/box	\$111.00	\$9.25
Gowns	4 boxes	\$6.32/box	\$25.28	\$2.11
Face shields	6 each	\$3.06 each	\$18.36	\$1.53
Masks	2 boxes	\$3.47	\$6.94	\$0.58
Scalpel blades	1 case	\$41.53	\$41.53	\$3.46
Long blades	20	\$400.45 (per case of 50 blades)	\$160.18	\$13.35
EDTA tubes	2 flats	\$108.00 per case of 10 flats	\$21.60	\$1.80
Red top tubs	2 flats	\$81.60/case of 10 flats	\$16.32	\$1.36
Biohazard bags	1 box	\$16.03	\$16.03	\$1.34
Formalin 960 ml	24	\$44.95	\$44.95	\$3.75
		<b>TOTAL</b>	<b>\$539.11</b>	<b>\$44.94</b>