



UnityPoint at Home

UnityPoint at Home
1776 West Lakes Pkwy, STE 400
West Des Moines, IA 50266
Office: (515) 557-3100
unitypoint.org

May 30, 2025

Dallas Center Grimes Community School District
Attn: Administrator
2405 W 1st St, PO Box 680
Grimes, IA 50111

Re: Dallas Center Grimes Community School District - Employee Services Agmt (2024)

Dear Administrator,

As you may know, Dallas Center Grimes Community School District ("District") and UnityPoint at Home ("UPAH") entered into an Employee Services Agreement commencing August 1, 2024, a copy of which is enclosed. Pursuant to Section 9, Fees and Compensation, UPAH is providing the required 60-day advance notice of the upcoming rate increase. Effective August 1, 2025, the new hourly rate will be \$56.00 per hour.

Please do not hesitate to contact me with any questions.

Sincerely,

Jordyn Klocko
Contracts/Compliance Administrator
1776 West Lakes Parkway, Suite 400
West Des Moines, IA 50266
515-727-1198

EMPLOYEE SERVICES AGREEMENT

THIS EMPLOYEE SERVICES AGREEMENT ("Agreement") is by and between UnityPoint at Home, an Iowa nonprofit corporation ("UPAH"), and Dallas Center Grimes Community School District, (hereafter "DISTRICT"). UPAH and the DISTRICT are referred to below individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, UPAH provides Nursing services;

WHEREAS, DISTRICT desires to contract with UPAH to purchase nursing services for certain students under DISTRICT's responsibility and UPAH desires to render such services.

WHEREAS, this Agreement may be executed with one or more counterpart copies (Exhibit A) throughout the school year term. As applicable, each counterpart copy, Exhibit A, with this Agreement shall constitute a separate agreement to maintain student confidentiality. This Agreement may be executed on facsimile counterparts throughout the term.

NOW THEREFORE, the parties agree as follows:

1. **Term**. The term of this Agreement shall commence on August 1, 2024 and shall run through July 31, 2025. This Agreement shall be automatically renewed for successive one (1) year terms after the end of the initial term, or a new contract can be executed for each school year with written consent at least sixty (60) days prior to the end of the initial or any subsequent renewal term.
2. **Termination**. Notwithstanding anything contained in paragraph 1 to the contrary, this Agreement may be terminated as follows:
 - a. **Mutual Agreement**. By mutual written agreement of the parties at any time.
 - b. **Without Cause**. By either party upon not less than ninety (90) days prior written notice to the other party.
 - c. **For Cause**. By either party, at any time, upon not less than thirty (30) days prior written notice specifying the default to the other party unless the receiving party cures the alleged breach or default within the notice period. As used herein, default means the bankruptcy of either party or the failure by either party to perform any material covenants, conditions, or obligations of this Agreement.
 - d. **Supervening Law**. By either party as to any part of this Agreement, upon not less than ten (10) days prior written notice to the other party specifying the date on which termination will become effective, in the event of a written opinion by counsel to the effect that action or threatened action by local, state, or federal governmental or accrediting bodies, or any material change in state or federal law or regulation, creates a serious risk of assessment, sanction, penalty, or other significant consequence to the party giving such notice. The parties expressly acknowledge that this Agreement is being entered into at a time of major change in laws governing health care delivery and reimbursement and, accordingly, the parties agree to negotiate in good faith to modify this Agreement or any part hereof to preserve so much of its substance as is feasible in the event supervening law requires termination or modification.

3. **Services.** UPAH shall be responsible for providing, upon request of DISTRICT, and as staff are available, nursing services for certain students requiring the care of a nurse while attending school. These services shall be provided at the designated school building within the DISTRICT.
4. **Status of UPAH's Employees.** The parties intend that the UPAH employees providing nursing services to DISTRICT under this Agreement shall be employees of UPAH and not of DISTRICT. The UPAH employees are not agents or employees of DISTRICT for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. DISTRICT is not responsible for deducting from payments to UPAH any amount for taxes, insurance or other similar items relating to UPAH employees. Accordingly, UPAH shall be responsible for payment of all salaries, employee benefits, payroll and other taxes, fees, including by way of illustration, but not limitation, federal, state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), any other taxes or business license fees as required, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to the employment of UPAH employees furnishing services hereunder. UPAH shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to its employees under the terms of this Agreement.
5. **UPAH Obligations.** Under this Agreement, UPAH is providing nursing services as defined herein. UPAH represents and warrants that the nursing services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained, and qualified personnel. UPAH further represents and warrants that the services will at all times be in accordance with federal and state laws and regulations as well as DISTRICT policies and rules, as applicable and provided to UPAH. UPAH shall also provide the services in compliance with any requirements identified in student Individualized Education Programs.

The personnel provided by UPAH under this Agreement shall provide services as assigned by DISTRICT and in conformance with DISTRICT expectations. The DISTRICT nurse at the designated school building shall act as DISTRICT's liaison with the nursing personnel provided by UPAH under this Agreement, and the UPAH nursing personnel shall report any issues arising under this Agreement to the DISTRICT nurse.

UPAH shall conduct background checks pursuant to DISTRICT standards and procedures for all UPAH personnel providing services under this Agreement. UPAH agrees to provide DISTRICT with copies of current license information and background check information for those nurses providing care to DISTRICT students. UPAH also agrees to notify DISTRICT if there is a change in staff providing care to DISTRICT's students. Nothing herein shall be construed in any way to diminish or alter the ultimate control, responsibility, and authority of DISTRICT's Board of Directors over DISTRICT's operations. If, in the discretion of DISTRICT, any individual provided by UPAH to provide the services is not capable of providing the services, is not suitable for a public school environment, or is otherwise not approved by DISTRICT, UPAH and DISTRICT shall work together to replace the individual with a different individual as soon as possible. DISTRICT will fully cooperate with UPAH in UPAH's performance of all duties and obligations assumed by UPAH pursuant to this Agreement. DISTRICT shall be responsible for paying to UPAH the compensation set forth in this Agreement.

6. **Insurance.** Each party shall purchase and maintain insurance coverage to cover risks in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, except as

noted below specific to professional liability insurance. Said insurance shall include but not be limited to bonding and comprehensive general liability, personal injury, and property damage. UPAH shall purchase and maintain professional liability insurance coverage to cover its personnel providing services under this Agreement in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Each party shall provide proof of such insurance coverage to the other party upon request. The insurance required by this paragraph may be satisfied by a program of self-insurance, commercial insurance, or a combination thereof.

7. **Liability and Indemnity.** Each party shall be responsible for its own acts and omissions. To the extent permitted by law, DISTRICT shall indemnify and hold harmless UPAH from any claims, liability or expense arising from any negligence, fault, breach of duty or wrongful act of DISTRICT or its employees or representatives. UPAH shall indemnify and hold harmless DISTRICT from any claims, liability or expense arising from any negligence, fault, and breach of duty or wrongful act of UPAH or its employees or representatives.
8. **Confidentiality.** UPAH agrees to ensure that information relating to DISTRICT students shall be used only for the intended purpose and shall not be disclosed except to government agencies or third-party payors as required by law or consented to by the student (or the student's parents, if the student is a minor), or to other health care providers involved in the student's treatment with consent of the student (or the student's parents, if the student is a minor), or as otherwise required by law. UPAH further agrees to comply at all times with federal and state laws and regulations governing the confidentiality of student information and health information, as applicable. All student records and other information relating to the services provided under this Agreement shall be considered the property of DISTRICT, and UPAH shall provide such records and information to DISTRICT at any time during the term of this Agreement upon request and upon termination of this Agreement.
9. **Fees and Compensation.** As applicable, UPAH shall bill DISTRICT at least monthly for services provided. All Service Fees for services rendered under this Agreement shall be due and payable thirty (30) days after receipt of invoice. Service Fees shall be Fifty Four Dollars (\$54.00) per hour of care provided and are subject to change throughout the term of this Agreement. UPAH agrees to notify the DISTRICT of any Service Fee changes no later than sixty (60) days in advance. UPAH shall bill DISTRICT for care provided only on those days when the student attends school and a detailed listing of the hours of care provided shall be included on the invoice. If Medicaid or some other third party payor pays or reimburses UPAH for services provided under this Agreement, UPAH shall not bill DISTRICT for the same services or shall reimburse DISTRICT for any payments already made for the same services.
10. **Miscellaneous.**
 - a. **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the state where made, the validity of the remaining portions of provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid; provided, that the intents and purposes of the relationship can be performed without said particular part, term, or provision.
 - b. **Clause Headings.** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and

shall not be deemed to, define, limit or extend the scope or intent of the respective clauses.

c. Entire Agreement. This Agreement, when fully executed, shall supersede any and all prior and existing Agreements, either oral or in writing, and contains all the covenants and agreements between the parties with respect to the subject matter of this Agreement. Any amendment or modification to this Agreement must be in writing and signed by the parties hereto.

d. Non-Assignment. Neither party may assign or transfer this Agreement or any of its obligations hereunder without the written consent of the other party; provided, however, that either party may assign this Agreement to a subsidiary or other affiliated corporation pursuant to a reorganization or restructuring of said party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

e. Notice. Except as otherwise expressly set forth herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered or, if mailed, three (3) days after the date deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Unless changed by written notice given by one party to the other as provided herein, such notices shall be given at the following addresses:

UPAH:

UnityPoint at Home

Attn: Contracts Department

1776 West Lakes Pkwy, STE 400

West Des Moines, IA 50266

DISTRICT:

Dallas Center Grimes Community

School District

Attn: Administrator

2405 W 1st St, PO Box 680

Grimes, IA 50111

f. Access to Books and Records. UPAH agrees to make books and records available, and to require any subcontractor to make books and records available, upon request of DISTRICT or any authorized auditor or federal or state government representative, including the Secretary of Health and Human Services or the Comptroller General of the United States for up to five (5) years following the furnishing of services under this Agreement or such longer period of time as may be required by law.

g. Recitals. The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.

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

i. Governing Law. This Agreement shall be governed by the laws of Iowa.

j. Student Safety. It is recognized that DISTRICT is a school corporation providing education services to students, and that the nature of the services provided by UPAH under this Agreement will involve interaction with or exposure to students. The parties agree that the safety of DISTRICT students shall be observed at all times.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, as of the day and year herein above set forth.

UNITYPOINT AT HOME

By: Marissa Smith

Printed: Marissa Smith

Its: VP/Chief Compliance Officer

Date: 5/16/2024

**DALLAS CENTER GRIMES COMMUNITY
SCHOOL DISTRICT**

By: Ryan Carpenter

Printed: Ryan Carpenter

Its: DCG School Board President

Date: 5/20/24