

5. **Compensation.** As compensation for services performed under this Agreement, District must pay Independent Contractor in accordance with the Rate Schedule attached as Attachment "A."

Invoices shall be submitted by Independent Contractor on the first business day of each month for Services performed the previous month. Invoices shall have detail sufficient for the District's analysis of the invoice entries. All payments shall be made in accordance with the Texas Prompt Payment Act.

6. **Relationship of the Parties.** The parties intend that Independent Contractor, in performing the specified services, will act as an Independent Contractor and must have control of the work and the manner in which it is performed. Independent Contractor will be free to contract for similar services to be performed for other employers while Independent Contractor is under contract with District. Independent Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Independent Contractor agree that Independent Contractor, Independent Contractor's subcontractors, agents and employees are not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' insurance policies.

7. **Liability.** Independent Contractor must take all precautions necessary for the safety of and prevention of damage to District property and for the safety of and prevention of injury to persons, including District employees and students, Independent Contractor employees, and third persons, on District property. All work must be performed entirely at Independent Contractor's risk.

8. **Confidentiality.** To the extent that personally identifiable information or student records are accessed by Independent Contractor pursuant to the scope of this Agreement, Independent Contractor agrees to keep that information confidential. Independent Contractor agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information.

9. **Reasonable Access and Confidentiality.** The District expressly authorizes Independent Contractor, and any of its representatives, to the extent provided by law and upon reasonable notice and by appointment to enter upon District premises at any time during normal business hours for the Services subject to this Agreement. Independent Contractor understands and agrees that whenever any of its officers, employees, agents, or representatives is upon District premises, he or she may be escorted by and under the surveillance of the District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement and each employee, agent, representative, and/or contractor of the Contractor shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Attachment "B".

10. **Non-Solicitation.** Independent and District agree that the employees of Independent Contractor and District may possess abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore,

Independent Contractor and District each agree not to recruit, either directly or indirectly, a present employee of the other during the term of this Agreement or any other agreement between them, and for one year following termination of all such agreements, without the express written consent of the other party. The non-solicitation provision shall survive the termination of the contract.

11. **District Policies.** Independent Contractor agrees to comply with all District rules, regulations, and policies while on District property, attending District related or District sponsored events, and while performing Services under this Agreement. This includes, but is not limited to, written evaluations, progress reports, and other required documentation.

12. **Criminal Background Check.** Texas Education Code Chapter 22 requires entities/individuals that contract with school districts to provide services to obtain criminal history and/or fingerprinting record information regarding covered employees. Independent Contractors must certify to the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at the District. Independent Contractor agrees to submit to a national criminal history review on each person Independent Contractor directs to perform the Services to the District as set forth in this Agreement and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, if required. Independent Contractor agrees to wear a name tag at all times when present on any property owned by the District.

13. **Insurance.** Insurance coverage described below shall be furnished by the Independent Contractor with the following limits at a minimum:

- a. Workers' Compensation and Employers' Liability:
 - i. Workers' Compensation – Statutory
 - ii. Employer's Liability
 - 1. Bodily Injury by Accident
 - a. Each Accident \$100,000
 - 2. Bodily Injury by Disease
 - a. Each Disease \$100,000
- b. Commercial General Liability
 - i. General Aggregate \$100,000
 - ii. Prod/Comp-Op Aggregate \$100,000
 - iii. Pars/Advert Injury \$50,000
 - iv. Each Occurrence \$50,000
 - v. Fire Damage \$5,000
 - vi. Medical Expense \$500

Coverage shall include: Premises-Operations; Independent Contractors; Products – Completed Operations; Contractual Liability; and Broad Form Property Damage
- c. Comprehensive Automobile Liability
 - i. Owned, Non-Owned, and Hired: Combined Single Limit \$300,000
- d. Professional Liability: \$1,000,000 per claim and \$2,000,000 in the aggregate

14. **INDEMNITY. DISTRICT SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE SAVED AND HELD HARMLESS BY INDEPENDENT CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY; ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF INDEPENDENT CONTRACTOR UNDER THIS AGREEMENT.**

15. ***Documents.*** Independent Contractor shall maintain all books, records or other documents relating to this Agreement required by District policy and/or state or federal law. The District or its designee shall have access to such books, records or other documents for purposes of making audits, examinations, excerpts and transcripts.

16. ***No Waiver of Immunity.*** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

17. ***No Third Party Beneficiaries.*** There are no third-party beneficiaries of this Agreement.

18. ***Terms To Be Exclusive.*** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

19. ***Waiver or Modification Ineffective Unless in Writing.*** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

20. ***Notice.*** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

21. ***Governing Law.*** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in the courts of San Patricio County. San Patricio County is the County of Performance.

22. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

The parties have made and executed this Agreement on the dates stated below.

For: ROBIN PALMER BLUE dba THERAPY
CONNECTIONS OF SOUTH TEXAS

Date: 8/7/2022

By:  _____

Printed Name: Robin Palmer Blue, MA Ed, BCBA, MT-BC

Title: Clinical director/owner
Authorized Representative of Robin Palmer Blue
dba Therapy Connections of South Texas

For: GREGORY-PORTLAND
INDEPENDENT SCHOOL DISTRICT

Date: 08.15.2022

By:  _____

Printed Name: Barbie Ezell

Title: Director of Special Education

**Attachment “A”
Rate Schedule**

Applied Behavior Analysis Services

ASSESSMENT SERVICES

\$1000.00 flat rate

SKILLS ASSESSMENTS

Assessment of Basic Language & Learning Skills-Revised (ABLRS-R)
Verbal Behavior Milestones Assessment & Placement Program (VB-MAPP)

The goal of the ABLRS and the VB-MAPP assessments is to provide an analysis of a child’s skills and deficits to provide recommendations for learning objectives. A report of strengths and areas of need as well as specific objectives to address areas of need will be provided as part of a comprehensive assessment report. Time billed includes observation, direct contact with the client as well as report construction.

BEHAVIOR ASSESSMENTS

Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)

The goal of a FBA is to closely observe and analyze the motivation and sequence of events that maintain challenging behaviors (function of the behavior: attention seeking, avoidance/escape, self-stimulatory, etc.). A report will be provided based on the analysis of behaviors, including recommended strategies and data collection systems (BIP). Time billed includes observation, direct contact with the client as well as report construction.

IN-SERVICE TRAINING

WORKSHOP/TRAINING FEES:

1-2 hr short course=	\$300.00
½ day (3-4 hrs) =	\$600.00
Full-day (6-8hrs) =	\$1400.00

Trainings can be customized based on the specific needs and requests of the contracting party. Some examples are as follows:

- ***Autism: An Introduction to ASD and the Basics of Behavior OR An Introduction to ASD and Evidence Based Instructional Strategies*** (short course/1.5 hrs)
- ***Autism in the General Education Classroom***
Behavioral and Instructional Strategies for Inclusion (1/2 day or full day)

- ***Behaviors on the Bus Go Up and Down:***
A Guide for Transportation Personnel to Understand & Effectively Address Challenging Behaviors for Students with Autism and Other Sensory-Based Special Needs (short course/1.5 hrs or ½ day)
- ***In-home and Parent Training/Train the Trainer***
Teaching the Teacher How to Teach the Parent (1/2 day)
- ***The Basics of Behavior: Addressing Behavior Based on the Purpose it Serves***
Because behavior is communication, it is important to figure out WHY a behavior is occurring and not just how to make it stop. Learning to determine the function of a behavior will help to empower your ability to appropriately respond to challenging behaviors as well as how to prevent behaviors from occurring and what we can teach the individual to do instead of engaging in the challenging behavior.

MIN 3 hours for general education teachers, special ed teachers and support staff.

Parent training (short course/1-1.5 hrs) available as well

- ***The ABC's of ABA: An Overview of Applied Behavior Analysis and the Principles Behind Implementing Evidence Based Interventions to Teach Skills and Address Challenging Behaviors***
ABA is often misunderstood to be this “mystical” therapy and something that is difficult to apply to the classroom setting. ABA, however, IS the application of evidence-based strategies and best practices for teacher and addressing behaviors. Participants will learn how to recognize the common strategies of the ABA world and how they translate into the educational arena and your classroom to support student success.

MIN 3 hrs for special education teachers and support staff

*Music Therapy training available as well upon request

TEACHER-CLASSROOM/STUDENT CONSULTATION: \$85.00/hr

Provide ongoing support to classroom teachers and staff for instructional and classroom management by delivering in-classroom training, modeling and monitoring of goals/objectives based on the principles of Applied Behavior Analysis. Targeted systematic, positive behavioral interventions and strategies are provided to the teachers as classroom consultation for

students displaying at-risk behaviors and/or for students as a related service (behavioral services) whom the ARD committee deems as necessary and noted on his/her IEP schedule of services. Time billed includes on-campus observation/training as well as recommendations provided in written form and/or generated and sent via e-mail as well as the construction of materials recommended/needed for application of behavioral/instructional applications.

Please note that there is a minimum charge of one hour per scheduled campus visit. It is recommended that if there are no specific needs to address at a scheduled campus that the consultant is contacted via phone or e-mail by the designated campus contact person at least 24 hours before the scheduled consult visit to cancel the consult. This will avoid the minimum charge of one hour per scheduled campus visit (plus mileage if applicable) if the consultant arrives for the scheduled consult and there are no needs or concerns provided in the consult notebook and/or by the campus contact upon arrival.

IN-HOME/PARENT TRAINING

\$85.00/hr

The primary purpose of in-home/parent training is to assist the student in transferring learned skills from the school setting into the home and/or community settings. Typically, the training sessions occur in the home or community settings. Initially, the home trainer will be primarily responsible for implementation of the generalization activities. As long as generalization occurs, training should shift from the trainer to the parent to facilitate long term maintenance of the target skills/behaviors.

MUSIC THERAPY

Screening

\$150.00 flat fee

Includes a 30-min. music therapy screening session, interview with parent/care provider and summary report of screening results and recommendations. A screening is recommended in the private sector to determine if music therapy would be an appropriate and beneficial service for the individual.

Full Assessment

\$350.00 flat fee

*[Please note that this assessment **cannot** be used as a formal IEP/Related Service- Music Therapy Eligibility Assessment. Please inquire for details]*

Includes a complete study of client's past history (interviews and review of applicable records), a 45 min.-60 min. music therapy assessment session, and a comprehensive report of assessment results and recommendations. A full assessment is only necessary when seeking third party reimbursement such as medical insurance.

Direct Services – 1:1 at Therapy Connections

\$70.00 hr.

One-on-one applications/techniques are implemented to address assessed motor skills, social functioning, communication abilities, and cognitive skills through musical responses using music

improvisation, receptive music listening, song writing, lyric discussion, music and imagery, music performance, and learning through music. A screening or assessment must first be conducted to identify/determine the possible efficacy of individual music therapy services.

Direct/Consult Services – on-site

\$90.00 hr.

Includes a 30-min. music therapy screening session, interview with parent/care provider and summary report of screening results and recommendations. A screening is recommended in the private sector to determine if music therapy would be an appropriate and beneficial service for the individual. The music therapist serves as a consultant to train teacher/staff how to carry out music therapy based interventions specifically designed for a student. The music therapist monitors the program on a consistent basis. Direct/consult services to the student can be effective, provided the teacher/staff is willing to carry out the program designed by the music therapist and is also responsive to ongoing supervision and consultation. Administrative fee applies – see below.

Consult Services/Educational Enrichment Program

\$100.00 hr. or as determined based on group size

Includes a 30-min. music therapy screening session, interview with parent/care provider and summary report of screening results and recommendations. A screening is recommended in the private sector to determine if music therapy would be an appropriate and beneficial service for the individual. Services are designed to support the overall programming for the classroom such as early childhood or self-contained special education classrooms. Each student's IEP can state that a music therapist will be serving as a consultant to the classroom as a whole. Student IEPs can be reviewed to extract a list of skills to address and/or the teacher can provide a list of classroom objectives to be a part of the group program designed by the therapist. Music Therapy group sessions are provided weekly, biweekly or monthly in order to monitor progress and to demonstrate and familiarize the teacher with session materials so the music therapy techniques can be repeated throughout the week. Administrative fee applies – see below.

School-based direct and consult to student related services are also available (related service when a music therapy eligibility assessment demonstrates that music therapy provides significant motivation and/or assistance necessary for the student to benefit from his/her Individualized Education Plan) – please inquire for more information. Such fees are negotiated upon inquiry.

School-based direct and consult to student related services are also available (related service when a music therapy eligibility assessment demonstrates that music therapy provides significant motivation and/or assistance necessary for the student to benefit from his/her Individualized Education Plan) – please inquire for more information. Such fees are negotiated upon inquiry.

**Attachment “B”
Confidential Student Information Agreement**


On behalf of Robin Palmer Blue doing business as Therapy Connections of South Texas (“Independent Contractor”), I am requesting access to individual student information to further Services for Gregory-Portland Independent School District’s (“the District”), pursuant to the Agreement for Independent Contractor Services for Gregory-Portland Independent School District (“Agreement”). For purposes of the Services to be performed for the District, the Independent Contractor is a “school official” as the term is used in FL (Local). Therefore, the Independent Contractor has a legitimate educational interest in the student information provided for the use in the Services defined. As such, the Independent Contractor’s access to individual student information is permitted under the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing federal regulations found in 34 CFR Part 99.

The Independent Contractor agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records that contain individual student records will be kept in a secure area. Each Independent Contractor representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached “Access Agreement.”

In addition, the Independent Contractor agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. The Independent Contractor will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. The Independent Contractor agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s). The Independent Contractor agrees to return all student identifiable data to the District when the information is no longer needed for purposes of the Services for which the Independent Contractor has contracted to perform for the District.

The Independent Contractor understands that any unauthorized disclosure of confidential student information is illegal as provided in FERPA and its implementing regulations. FERPA is specifically incorporated into the Texas Public Information Act as an exception to records which are subject to disclosures to the public (Texas Government Code, Chapter 552).

Independent Contractor: Robin Palmer Blue dba Therapy Connections of South Texas

Signed By: 
Title: Clinical director/owner
Printed Name: Robin Palmer Blue, MA Ed, BCBA, MT-BC
Date: 8/7/2022

Authorized Representative of Independent Contractor

ACCESS AGREEMENT

Under the terms of the Confidential Student Information Agreement between Robin Palmer Blue doing business as Therapy Connections of South Texas (“the Independent Contractor”) and Gregory-Portland Independent School District (“the District”), I am requesting access to confidential student information.

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA) and in the implementing federal regulations found at 34 CFR, Part 99. I understand that any personal characteristics of a student that could make the student's identity traceable are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I will not disclose any data analysis or report to any party without the consent of the District. I understand that I am responsible for any telephone or computer transactions performed as a result of access authorized by use of sign-on/password(s).

I also understand that failure to observe these restrictions is prohibited by Texas Government Code §552.352.

Independent Contractor: Robin Palmer Blue dba Therapy Connections of South Texas

Signed By:



Title:

Clinical director/owner

Printed Name: Robin Palmer Blue, MA Ed, BCBA, MT-BC

Date:

8/7/2022