

INDEPENDENT CONTRACTOR NURSING STAFFING AGREEMENT

This Independent Contractor Nursing Staffing Agreement (“Agreement”) is entered into effective as of the 1st day of August, 2022, by and between **Gregory-Portland Independent School District**, an independent school district and political subdivision of the State of Texas (“School District”) and Access Quality Therapy Services - AQTS, a Texas corporation (“AQTS”) to provide nursing services as directed by the School District.

NOW THEREFORE, for and in consideration of the mutual promises of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. Services. Pursuant to the terms and conditions of this Agreement, AQTS agrees to provide nurses (RNs and LP(V)Ns) (“Personnel”) to School District for nursing services for students as requested by the School District. Services to be provided will be determined by the individual student’s Individual Education Program (“IEP”) and/or Health Services Plan (also referenced by School District as “Care Plan”) (“HSP”) (collectively “Services”). School District will provide AQTS with the information necessary to establish all duties to be carried out on School District premises and while student(s) are transported to and from School District, as directed by the IEP and/or HSP. AQTS shall establish a back-up pool of Personnel sufficient to provide coverage in the event of other Personnel sickness, vacation, unexpected termination, or other unavailability, in order to allow consistency and maintenance of Services.

2. Qualification Requirements. The Personnel to be provided by AQTS to School District under this Agreement must:

a. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to School District, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, and continuing education requirements, to be presented to the School District, upon request.

b. Meet AQTS conditions of employment regarding health clearance (to include proof of pre-employment physical and completed TB questionnaire), provision of professional references, and any other applicable hiring criteria, documentation of which will be kept in the AQTS employee file.

3. Insurance.

AQTS will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering acts or omissions which may give rise to liability for services under this Agreement. AQTS will provide a certificate of insurance evidencing such coverage and naming School District as an additional insured at the time of execution of this Agreement.

4. Employer Obligations. AQTS will follow its standard employment policies and procedures to verify that all Personnel meet applicable requirements set forth above. AQTS will maintain direct responsibility as employer for payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance.

5. Responsibility for Patient Care. Personnel will provide Services in accordance with the Student's HSP and/or IEP.

6. Placement Fee. If School District recruits or hires anyone provided by AQTS who has been introduced to School District through this Agreement, School District will either give AQTS one hundred eighty (180) days notice of its intent, continuing to use the individual through AQTS for that time, or School District will pay AQTS a finder's fee of seven thousand five hundred dollars (\$7,500.00).

7. Right to Dismiss from Services at School District. School District may require one or more of the Personnel it deems unsatisfactory to leave the premises and will notify AQTS immediately. School District's obligation to compensate AQTS for such individual's services will be limited to the number of hours actually worked. AQTS will not reassign the individual to School District without prior approval of the director of nursing.

8. Orientation. AQTS will cooperate with School District to provide Personnel with an adequate and timely orientation to School District. At a minimum, School District will orient AQTS Personnel to its hazard communication procedures and School District-specific Exposure Control Plan as it pertains to OSHA requirements for bloodborne pathogens.

9. Non-discrimination. Neither AQTS nor School District will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

10. Rates. AQTS will supply Personnel under this Agreement for the initial term ending July 31, 2020 at the rates listed in Attachment A for the care of student(s) as identified by School District. Prior to commencement of any renewal period, AQTS will give School District at least forty-five (45) days' advance notice of any change in rates, to be mutually agreed upon in writing by both parties. If School District does not object to such rate revision, or otherwise terminate this Agreement in accordance with its terms, prior to the effective date of such revision, then School District agrees to pay AQTS according to such revised rates commencing with the next renewal period.

11. Billing. AQTS will submit invoices to School District every week for Personnel provided to School District. Invoices shall be submitted to School District at School District's Notice Address (as defined in Section 15.a. below). Each invoice will clearly detail the dates and hours of services provided, the AQTS employee or agent who provided the services, a description of what services were provided, how the fee is calculated and the total amount due.

12. Payment. All amounts due to AQTS are due and payable within thirty (30) days from date of invoice. School District will send all payments to AQTS at AQTS's Notice Address: 4646 Corona Dr, Suite 260, Corpus Christi TX 78411. All payments by the School District are subject to the Texas Prompt Payment Act.

13. Term and Termination. This Agreement will commence on August 1, 2022, and the Agreement will remain in full force for a term ending July 31, 2023 and may be renewed upon written mutual agreement of AQTS and School District. District shall reserve the right to renew this contract for two additional 12 month renewal period (August 1, 2023 – July 31, 2025). Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notification. In the event of such early termination, District will make payment only for services already provided by Independent Contractor to the date of written notification.

14. Indemnification. AQTS agrees to indemnify, defend and hold harmless School District, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of AQTS, its directors, officers, employees, or agents under this Agreement. To the extent permitted by the Texas Constitution and law, School District agrees to indemnify, defend and hold harmless AQTS, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of School District, its directors, officers, employees, or agents under this Agreement.

15. Notices.

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail, return receipt requested, upon the sooner of the date on which receipt is acknowledged or the expiration of five (5) days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a party will be sent to the addresses set forth below or to such other address as such party may designate by notice to the other party hereunder:

a. Gregory-Portland Independent School District
608 College Street
Portland, Texas 78374
Facsimile No.: 361.777.1093

b. Access Quality Therapy Services
4646 Corona Dr, Suite 260
Corpus Christi TX 78411
Phone No.: 361-334-1609
Facsimile No.: 361-906-0478
Attn: Mary Garza
mgarza@accessqualitycare.com

16. Independent Contractor. AQTS and School District are independent entities, and AQTS on an independent contractor basis will provide School District nursing service through nursing personnel employed by AQTS, and for whom AQTS will maintain full responsibility as employer. Nothing in this Agreement shall be construed to create between the School District and AQTS (or AQTS's agents and employees) the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither AQTS nor School District nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

17. Confidentiality.

In instances where AQTS receives what for AQTS is a student's Protected Health Information ("PHI") in connection with the Services:

- a. AQTS shall comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 442 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
- b. School District shall comply with the applicable provisions of the Family Educational Rights to Privacy Act of 1974 ("FERPA") and its implementing federal regulations found in 34 CFR Part 99.
- c. AQTS shall not use or further disclose any PHI or otherwise confidential information concerning a student/patient other than as permitted by this Agreement and the requirements of HIPAA, FERPA, and/or federal regulations.
- d. AQTS shall promptly report to the School District any violations, use and/or disclosure of PHI not provided for by this Agreement.
- e. AQTS's employees and representatives providing Services pursuant to this Agreement shall complete and abide by the Confidential Student Information Agreement and accompanying Access Agreement attached hereto at Attachment B and fully incorporated herein.

18. 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. AQTS must certify to the School District that it has complied. Covered employees of AQTS with disqualifying criminal histories are prohibited from serving at the School District. AQTS agrees to submit to a national criminal history review on each person AQTS directs to perform the Services to the School 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. AQTS's employees and representatives agree to wear a name tag at all times when present on any property owned by the School District.

19. School District Policies. AQTS agrees to comply with all School District rules, regulations, and policies while on School District property, attending School 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.

20. Miscellaneous.

a. All captions in this Agreement are intended solely for the convenience of the parties, and none shall affect the meaning or construction of any provision.

b. This Agreement, with the attached Attachment A (which may be amended from time to time pursuant to the terms hereof) and Attachment B constitutes the entire understanding between AQTS and School District regarding the subject matter hereof. No prior or present agreements or representations regarding the subject matter hereof shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the parties to be bound thereby.

c. This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one and the same instrument, but in making proof of this Agreement it shall not be necessary to produce or account for each copy of any counterpart other than the counterpart signed by the party against whom this Agreement is to be enforced. This Agreement may be transmitted by facsimile, and it is the intent of the parties for the facsimile (or a photocopy thereof) of any autograph printed by a receiving facsimile machine to be an original signature and for the facsimile (or a photocopy thereof) and any complete photocopy of the Agreement to be deemed an original counterpart.

d. This Agreement shall be construed in accordance with the laws of the State of Texas and applicable U.S. federal law and all claims and/or lawsuits in connection with this Agreement must be brought in San Patricio County, Texas, wherein exclusive venue shall lie.

e. If a dispute arises out of or relates to this Agreement, or its breach, and if the dispute cannot be settled through direct discussions, then the parties herein agree to first endeavor to settle the dispute in an amicable manner by mediation, under the applicable provisions of Section 154.001, *et seq.*, TEXAS CIVIL PRACTICE & REMEDIES CODE, as supplemented by the rules of the Association of Attorney Mediators, before having recourse to any other proceeding or forum. The parties agree to conduct such mediation in Dallas County, Texas. This provision shall not prevent any of the parties from seeking injunctive relief.

f. AQTS agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations. If any

law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.

g. Except as may be otherwise provided herein and without limiting such other relief to which the prevailing litigant may be entitled under this Agreement and/or applicable law, in the event of litigation regarding this Agreement, the parties hereto agree that, in addition to such other relief to which the prevailing litigant may be entitled under this Agreement and/or applicable law, the prevailing litigant shall be allowed to recover the prevailing litigant's attorneys' fees and expenses and costs of court from the losing litigant.

h. This Agreement shall bind and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party may assign its rights under this Agreement, except with the prior written consent of the other party. Notwithstanding the preceding, approval shall be deemed given for the assignment of the rights and obligations of a party to an entity owned or controlled by such assigning party.

i. Either party may enter into other agreements for similar services with other parties. This Agreement is not exclusive for either AQTS or School District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

Access Quality Therapy Services

Gregory-Portland Independent School District

By: Mary Garza
Mary Garza
AQTS
4646 Corona Dr., Suite 260
Corpus Christi TX 78411
Phone No.: 361.334.1609
Facsimile No.: 361.906.0478

By: mcavazos 8/8/2022
Dr. Michelle Cavazos
Superintendent
1200 Broadway Blvd
Portland, Texas 78374
Phone No.: 361.777.1091
Facsimile No.: 361.777.1093

ATTACHMENT A

ACCESS QUALITY THERAPY SERVICES

HEALTH PROVIDER STAFFING RATES

Charges will be based on the following hourly rate schedule. Services not to exceed twelve (12) hours per day.

Service	Weekday	Weekend
LVN	\$45.00/hr.	N/A
RN	\$60.00/hr.	N/A

ATTACHMENT B

Confidential Student Information Agreement


On behalf of Access Quality Therapy Services - AQTs, a Texas Corporation ("Independent Contractor"), I am requesting access to individual student information to further Services for Gregory-Portland Independent School District's ("the District" or "Gregory-Portland ISD"), pursuant to the Agreement for Independent Contractor Services for the 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 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 information, 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 information, 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: Access Quality Therapy Services

Signed By: 
Title: Administrator
Printed Name: Mary Garza
Date: 8/15/2022

ACCESS AGREEMENT


Under the terms of the Confidential Student Information Agreement between the AQTS Health Services, Inc. ("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 information, data sets or reports that I have access to or may generate using confidential data. I will not disclose any information, 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's Representative Accessing Information:

Signed By: 
Title: Administrator
Printed Name: Mary Garza
Date: 8/15/2022