

STATE OF TEXAS §
 §
COUNTY OF SAN PATRICIO §

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES FOR
GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

This Agreement is entered into effective as of August 1, 2022 between Gregory-Portland Independent School District, an independent school district and political subdivision of the State of Texas, 1200 Broadway Avenue, Portland, Texas 78374 (hereinafter referred to as District) and Accelerate Contract Therapy Services, Inc., a Texas domestic for-profit corporation, 1814 Jeremiah Court, Corpus Christi, Texas, 78418 (hereinafter referred to as Independent Contractor).

1. **Engagement of Independent Contractor.** District agrees to engage Independent Contractor on a non-exclusive basis to perform physical therapy services (hereinafter referred to as Services or services). Independent Contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth in this Agreement.

2. **Duties of Independent Contractor.** Independent Contractor represents and warrants that he is fully qualified, certified, and licensed to perform any and all services generally performed by Independent Contractor in Independent Contractor's usual line of business, including but not limited to: physical therapy services by licensed, qualified, and certified providers. Independent Contractor agrees to: provide in-service/training for District personnel servicing students approved for services; assessment of students referred for services; consulting with regard to the setting and implementing individual education plan, goals and objectives for students approved for services; direct therapy and consultation to students; evaluations; screenings; participate in ARD meetings; planning; transition time between groups of students; progress notes on students receiving services; consultation with District staff, students and parents; preparing ARD paperwork for meetings; making copies; attendance logs; invoicing; SHARS; contractor logs; data collection for ESY; travel between District schools; provide itemized monthly billing that includes student initials, date(s), and services provided; and any other duty related to providing quality physical therapy for students of the District.

3. **Duties of District.** District shall provide Independent Contractor with an area adequate for the performance of Services. District shall provide Independent Contractor with supplies as reasonably requested by Independent Contractor, upon the District's sole discretion, including forms, reports, etc. to be used by Independent Contractor for the students eligible for services. District shall provide Independent Contractor with an initial orientation regarding District practices, rules, regulations and procedures with regard to the Services to be performed by Independent Contractor.

4. **Term.** Engagement of Independent Contractor will commence on August 1, 2022, and the Agreement will remain in full force for a term ending July 31, 2023. District shall reserve the right to renew this contract for two additional 12 month renewal periods (August 1, 2023 – July 31, 2025). District may terminate this Agreement, with or without cause, upon three

(3) days written notification to Independent Contractor. In the event of such early termination, District will make payment only for services already provided by Independent Contractor to the date _____ of _____ termination.

5. **Compensation.** As compensation for services performed under this Agreement, District must pay Independent Contractor as follows:

- a. \$65.00 per hour to include the duties as outlined in this Agreement; and
- b. Compensation for Extended School Year (ESY) Services will be identical to the compensation rates outlined above.
- c. District will not compensate the Contractor for training new contracted staff in addition to current contracted staff while providing services to students in District.

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 on District property, including District employees and students. 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, 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 she is upon District premises, she may be escorted by and under the surveillance of the

District employees. Independent Contractor shall sign the attached Confidential Student Information Agreement, which is fully incorporated herein for all purposes and attached hereto as Attachment "A".

10. **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.

11. **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 Contractor must certify to the District that she has 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 of herself and any other 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.

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

- a. 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

- b. Comprehensive Automobile Liability
 - i. Owned, Non-Owned, and Hired: Combined Single Limit \$300,000
- c. Professional Liability: \$1,000,000 per claim and \$2,000,000 in the aggregate

13. **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.**

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.


20. **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.

21. **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: ACCELERATE CONTRACT THERAPY SERVICES, INC., a Texas domestic for-profit corporation

Date: 8/1/22

By: 

Printed Name: Chad Sweigart

Title: Owner
Authorized Representative of Accelerate Contract Therapy Services

For: GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

Date: 08.01.2022

By: 

Printed Name: Barbie Ezell

Title: Director of Special Education

Attachment "A"
Confidential Student Information Agreement


As the Independent Contractor, I am requesting access to individual student information to further Services for Gregory-Portland Independent School District ("the District" or "Gregory-Portland ISD"), 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 containing individual student records will be kept in a secure area.

In addition, the Independent Contractor agrees that any data sets or output reports 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: ACCELERATE CONTRACT THERAPY SERVICES, INC., a Texas domestic for-profit corporation

Signed By: 
Title: owner
Printed Name: Chad Sweigart
Date: 8/1/22
Authorized Representative of Independent Contractor

ACCESS AGREEMENT


Under the terms of the Confidential Student Information Agreement between Accelerate Contract Therapy Services ("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: ACCELERATE CONTRACT THERAPY SERVICES, INC., a Texas domestic for-profit corporation

Signed By: 
Title: owner
Printed Name: Chad Sweigart
Date: 8/1/22
Authorized Representative of Independent Contractor