

AGENDA

ITEM

SUBJECT:

Contract For AMN Healthcare, Inc.

RATIONALE:

State law requires an approved method for acquisition of goods or services totaling over \$50,000.00 for a 12 month period.

I would like to continue the contract of AMN Healthcare, Inc, for Huntsville ISD from August 1, 2024 through August 31, 2025, not to exceed \$140,000. Services provided include staffing of Special Education Assessment staff, such as Diagnosticians, LSSPs, Speech Therapists, and Speech Therapy Assistants. The Assessment staff contracted will provide services such as obtaining informed consent for FIEs, conducting formal evaluations for students the district has obtained consent for, writing FIEs, attending ARD meetings to present FIEs.

RECOMMENDATION:

Administration recommends approval of the contract of AMN Healthcare, Inc, for Huntsville ISD through August 31, 2025.

CONTACT PERSON(S):

Ashley Kimich, Director of Special Education
Marcus D. Forney, Chief Academic Officer



5/29/2024

Huntsville ISD
441 Fm 2821 Rd E
Huntsville, TX 77320

This letter is to memorialize and confirm your verbal acceptance of Zikriyya Shaikh for provision of temporary allied services at Huntsville ISD - Huntsville, TX for 08/01/2024 - 05/24/2025, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having Zikriyya Shaikh working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

Rates: Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Onsite Psychologist:
Hourly Rate: \$85.00/Hour
Expected Hours: 37.5

Cheryl Russell
Cheryl Russell, Regional Account Manager
AMN Healthcare
8840 Cypress Waters Blvd., Suite 300
Dallas, TX 75019

Alkimi Date: 05/30/24

Huntsville ISD
441 Fm 2821 Rd E
Huntsville, TX 77320

HEALTHCARE STAFFING AGREEMENT

This Healthcare Staffing Agreement together with Attachment 1 hereto and all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between Huntsville ISD ("Client") and AMN Healthcare, Inc. ("Agency") on June 20, 2022 for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

1. **DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached service line exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.
2. **COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the applicable rate. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
3. **INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 30 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.
4. **GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days notice of such increase.
5. **MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
6. **EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Clinician or anyone acting on his/her behalf, in which Client's action/inaction

has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state or other governmental statute or regulation.

7. **NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder ("Notices") shall be in writing and sent to the addresses set forth below (for Client under "Notices (Other than Invoices/Billing)"), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled "Invoicing" above.

AGENCY President
8840 Cypress Waters Blvd., Suite 300
Dallas, TX 75019

CLIENT NOTICES (OTHER THAN INVOICES/BILLING):

x Ashley Kimich
Client Designated Contact Name
x Asia Kiggins
Client Designated Client Name
x 1800 19th Street
Client Designated Address
x Huntsville, TX 77340
Client Designated City, State, Zip
x adkimiche@huntsville-isd.org
Client Designated Email Address
atriggins@huntsville-isd.org

INVOICES AND BILLING:

x Ashley Kimich
Client Designated Contact Name
x Asia Kiggins
Client Designated Client Name
x 1800 19th Street
Client Designated Address
x Huntsville, TX 77340
Client Designated City, State, Zip
x adkimiche@huntsville-isd.org
Client Designated Email Address
atriggins@huntsville-isd.org

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

8. **ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including Attachment 1 and each executed Service Line Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Healthcare Staffing Agreement (or Attachment 1), on the one hand, and a Service Line Exhibit on the other hand, this Healthcare Staffing Agreement (or Attachment 1) shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Healthcare Staffing Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the County of San Diego, California for any action arising under this Agreement.
9. **INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing its worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician's assignment under Client's supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

10. CONFIDENTIAL INFORMATION.

- a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinicians' and prospective Clinicians' names and personal information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.
- b. Client shall not:
 - i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician Confidential Information to another business or a third party for monetary or other valuable consideration;
 - ii. retain, use, or disclose such Clinician Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to client systems; or
 - iii. retain, use, or disclose such Clinician Confidential Information outside of the direct business relationship between Agency and Client.
- c. In addition, Client agrees to use appropriate privacy and security measures to protect all Clinician Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician Confidential Information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician Confidential Information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician Confidential Information. Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.
- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 10 will survive any termination or expiration of this Agreement.

11. CONSENT TO FAX. In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

12. TERM. The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.

13. SEVERABILITY. If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

14. NON WAIVER. Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

15. ASSIGNMENT. Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

16. MEASURES TO PREVENT LOSS OF SERVICES. In the event that a state or local order closes one or more Client Facilities, the Client has the following options to prevent an AMN Clinician assigned to the Client from being unavailable when the Client reopens its facility:

- (a) Continue to pay each AMN Clinician assigned to the facility for all previously scheduled time, as set forth in the most recent confirmation, during the period of time that the facility where the AMN Clinician is assigned is closed; or
- (b) Allow each AMN Clinician assigned to the facility to provide services utilizing the AMN Telehealth platform TeleVate. The AMN Clinician will continue to provide services according to the schedule as set forth in the most recent confirmation.

If Client elects to terminate any assignments as the result of a closure, standard termination provisions apply. If Client terminates the assignment of any AMN Clinician, AMN cannot guarantee that the AMN Clinician will be available when Client reopens its facility.

AGREED AND ACCEPTED

HUNTSVILLE ISD

By: Ashley Kimich
Ashley Kimich
Name
Director of Special Education
Title
07/11/2022
Date

AMN HEALTHCARE, INC.

By: Patrick O'Connor
DocuSigned by:
07870D932745424...
Patrick O'Connor
Name
Division Vice President - Client Sales
Title
7/11/2022
Date

**ATTACHMENT 1
GENERAL TERMS AND CONDITIONS**

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

1. **TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 2 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.
2. **OVERTIME.** Client agrees to pay one and one-half times the applicable rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the applicable rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
3. **ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians.
4. **FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a \$2,500 transfer fee (no fee applies where prohibited by law).
5. **TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's applicable rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.
6. **CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.
7. **FLOATING.** Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
8. **PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing.
9. **REBOOKING PERIOD.** The negotiation of any rebooking or extension of current clinicians will only occur thirty (30) days prior to the expiration of clinician's current assignment.

EXHIBIT A-4
TERMS of SERVICE LINE
ALLIED TRAVEL ASSIGNMENTS

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Healthcare Staffing Agreement that was entered into by and between Huntsville ISD ("Client") and Agency on or about June 20, 2022, as modified by these additional terms. This exhibit sets forth the terms for allied travel assignments effective as of June 20, 2022 (the "Allied Effective Date").

SCHEDULE OF RATES. The Hourly Bill Rates listed below and will go into effect for anyone beginning an assignment or extension after the Allied Effective Date. These fees include recruitment, housing and compensation for each Clinician placed with Client.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically.

Rate Schedule is subject to change based on changes in amounts payable to Clinician and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

Occupational Therapist, Physical Therapist, Speech Language Pathologist	\$70-75 p/hr.*
Licensed Specialist in School Psychology	\$80-85 p/hr.*
Board Certified Behavior Analyst	\$80-85 p/hr.*
Registered Nurse, Licensed Practical Nurse	\$65-70 p/hr.*
Licensed Social Worker	\$70-75 p/hr.*
Bilingual OT, PT, SLP	\$75-80 p/hr.*
Bilingual LSSP	\$85-90 p/hr.*
Bilingual BCBA	\$85-90 p/hr.*
Bilingual RN, LPN	\$70-75 p/hr.*
Bilingual LSW	\$75-80 p/hr.*
Therapy Assistant (COTA, PTA, SLPA)	\$60-65 p/hr.*
Clinical Fellow (CF)	\$67-70 p/hr.*
Teletherapist	Upon Request
Bilingual Teletherapist	Upon Request
AMN Language Services (Interpretation & Translation)	Upon Request

Conversion Fee Schedule. The Client agrees not to allow the Clinician to work at the Client part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time Client, Client's affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Clinician received from the Agency, and Clinician has worked on behalf of Client through Agency less than 4500 consecutive hours, Client agrees to pay Agency a hire fee based on a percentage of the Clinician's annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Clinician to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client's prior knowledge of said Clinician's availability. Should Client directly refer Clinician to an affiliated organization for either permanent employment or temporary allied coverage, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client's business. No fee applies where payment of such fee is prohibited by law. Client shall provide Agency 30 days prior written notice of its intent to directly hire a Clinician, including the date of anticipated hire.

Hours Worked by Clinical	Fee Based on Percentage
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Provider	of Expected Annualized Base Salary
Less than 1500 Hours	30%
1501-3000 Hours	20%
3001-4499 Hours	10%
4500+ Hours	No Fee

Client Requirements Table. For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be retained by staffing agency.
OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Background Check	Attestation for completion of 7-year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentiality agreement, IT security facility access, and related policies and procedures
Drug Screening	Attestation for completion of: Standard 10 panel prior to start of first assignment, updated annually thereafter. If break in service > 90 days, retesting required.

In the event of a conflict between the terms of the Agreement and this Exhibit as it relates to allied travel assignments, the terms of this Exhibit shall prevail.

AGREED AND ACCEPTED

HUNTSVILLE ISD

By: _____

Art Mich

Name: Ashley Kimich
Title: Director of Special Education
Date: 07/11/2022

AMN HEALTHCARE, INC.

DocuSigned by:
By: Patrick O'Connor
Name: PATRICK O'Connor
Title: Division Vice President - Client Sales
Date: 7/11/2022

EXHIBIT B-1

Fair Credit Reporting Act User Certification Acknowledgement

Huntsville ISD (the "Client") has requested a copy of a Consumer Report and/or an Investigative Consumer Report ("Report") and by signing below hereby certifies that as a "User" of a Report, the Client will restrict the use of the information in the Report to personnel selection for employment purposes only.

In compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"), no information in the Report(s) will be given to any other "person" or "user," as those terms are defined in the Act, unless the "person" or "user" agrees (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("FCRA") 15 U.S.C. Section 1681 which can be found online at: www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf

The Client will also have in place procedures to properly retain and dispose of records containing this information in compliance with the Act and other applicable state and federal law. The Client further certifies that it will not use any information contained in the Report in violation of any applicable Federal or State privacy or equal employment laws or regulations.

AGREED AND ACCEPTED

HUNTSVILLE ISD

Name: Ashley Kimich
Signature: A Kimich
Title: Director of Special Education
Date: 07/11/2022

**EXHIBIT C-1
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM**

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide staffing services in accordance with the Healthcare Staffing Agreement that was entered into by and between Huntsville ISD ("Client") and

Agency on or about June 20, 2022. Client has elected to utilize one or more teletherapists under the Agreement, and this addendum sets forth additional rights and obligations under the Agreement and is hereby incorporated therein.

1. ACCESS TO INFORMATION. The Parties understand and agree that as part of the teletherapy services provided by Agency, Agency may create, receive, access, or maintain personally identifiable information from education records as defined in the Family Educational Rights and Privacy Act ("FERPA"). To the extent that Agency receives information from education records subject to FERPA, Agency will be considered a "school official" with a legitimate educational interest in the educational records of the students to the extent such records are required to provide the teletherapy services. Agency agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below.

2. COVERED DATA AND INFORMATION (CDI). CDI includes paper and electronic student education record information supplied by School, as well as any data provided by School's students to Agency.

3. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI. Agency shall not use or disclose CDI received from or on behalf of Client (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Agency agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

4. COURT ORDERS AND SUBPOENAS. Upon receipt of a court order or lawfully issued subpoena, Agency agrees to notify the student pursuant to the requirements in 34 CFR 99.31(a)(9)(ii). Agency may request assistance from Client in fulfilling this requirement.

5. RETURN OR DESTRUCTION OF CDI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall return all CDI to Client or, if return is not feasible, destroy any and all CDI. If Agency destroys the CDI, Agency shall provide Client with a certificate confirming the date of destruction of the data.

6. REMEDIES. If Client reasonably determines in good faith that Agency has materially breached any of its obligations under this contract, Client, in its sole discretion, shall have the right to require Agency to submit to a plan of monitoring and reporting; provide Agency with a thirty (30) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Client shall provide written notice to Agency describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Agency improperly disclosed personally identifiable information obtained from Client's education records, Client may not allow Agency access to education records for at least five years.

7. MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION. Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Agency.

8. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF CDI: Agency shall, within (10) ten days of discovery, report to Client any use or disclosure of CDI not authorized by this agreement or in writing by Client. Agency's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure. Agency shall provide such other information, including a written report, as reasonably requested by Client.

AGREED AND ACCEPTED:

HUNTSVILLE ISD

AMN HEALTHCARE, INC.

By: A Kimich
Name: Ashley Kimich
Title: Director of Special Education
Date: 07/11/2022

DocuSigned by:
By: Patrick O'Connor
Name: Patrick O'Connor
Title: Division Vice President - Client Sales
Date: 7/11/2022