

**ROBSTOWN INDEPENDENT SCHOOL DISTRICT
AGENDA ACTION SHEET**

Date: January 19, 2021

Subject: Medical Advisor

Administrator Responsible: Amy Whaley

Position: Director of Health Services

A. Purpose of Agenda Item:

Information Only

Action Needed

B. Authority for this Action:

Local Policy _____

Law or Rule _____

C. Strategic Objective, Goal, or Need Addressed:

D. Summary: Dr. Eric Baggerman has agreed to serve as the Medical Advisor for Robstown ISD. Dr. Baggerman is the Director of Medical Education at Driscoll Children's Hospital as well as the Chief Executive Officer for Amistad Community Health Centers. Dr. Baggerman will serve in this role as an independent contractor with his responsibilities including:

- Provide the prescription for Unassigned Stock Epinephrine.
- Provide standing orders for specific nursing functions.
- Consult with the Director of Health Services in establishing, reviewing, and carrying out policies, plans, programs, and procedures related to health matters.
- Serve as a consultant to the Director of Health Services in the areas of medical community practices, procedures, and laws affecting school age children.
- Provide occasional continuing education for the Robstown ISD school health staff.
- Review specific problems presented by the Director of Health Services.

E. Alternatives Considered:

F. Comments Received:

G. Administrative Recommendation: No action required

H. Fiscal Impact and Cost: \$1,000 per year

I. Monitoring and Reporting Time Line:

CONSULTANT SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into by and between Robstown Independent School District ("RISD"), a political subdivision of the state of Texas, acting through its Board of Trustees, 801 North First Street, Robstown, Texas, 78380, and Dr. Eric Baggerman ("Consultant"), located at 402 Southern, Corpus Christi, Texas, 78404. RISD and Consultant collectively shall be referred to as the Parties.

RECITALS

WHEREAS, RISD desires to retain Consultant to provide services to RISD; and

WHEREAS, Consultant desires to be retained by RISD to services as further enumerated and detailed in this Agreement; and

WHEREAS, Consultant agrees to perform these services under the terms and conditions set forth in this Agreement; and

WHEREAS, for and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Services to be provided by Consultant. The Consultant shall:
 - Provide the prescription for Unassigned Stock Epinephrine.
 - Provide standing orders for specific nursing functions.
 - Consult with the Director of Health Services in establishing, reviewing, and carrying out policies, plans, programs, and procedures related to health matters.
 - Serve as a consultant to the Director of Health Services in the areas of medical community practices, procedures, and laws affecting school age children.
 - Provide occasional continuing education for the Robstown ISD school health staff.
 - Review specific problems presented by the Director of Health Services.

2. Term. This Agreement shall commence on Monday, January 11, 2021 and continue in effect until Friday, December 31, 2021 ("Term").

3. Assignment. Neither this Agreement nor any duties or obligations under it shall be assignable by Consultant without the prior written acknowledgment and authorization of RISD.

4. Compensation. RISD will pay Consultant an annual rate of \$1,000.

5. Independent Contractor Status. It is the intention of the parties that Consultant be an independent contractor and not an employee, agent, joint venture, or partner of RISD. Accordingly, Consultant shall not be entitled to any benefits, coverages, or other privileges made available to employees of RISD. Consultant shall not represent that he/she is an employee or agent of RISD, and RISD shall not deduct any social security or income taxes from payments made to Consultant as set forth in Section 4 above. During the term of this Agreement, Consultant will be compensated on a IRS1099 basis and will be liable for any and all worker's compensation payments and federal, state, and local employment sales, use, excise, and other taxes arising out of his/her performance of this Agreement and will furnish evidence of compliance or an applicable waiver requirement to RISD upon request.

6. Entire Agreement. This Agreement represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

7. Force Majeure. The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

8. Indemnification. It is understood and agreed by the Parties to this Agreement that Consultant hereby indemnifies and holds harmless RISD, its trustees, officers, employees and agents from and against any and all losses, costs or expenses, including attorney's fees, lawsuits, actions, personal injury, claims, damages or other claims or liability of any character or type incurred by RISD or its trustees, officers, employer or agents arising from Consultant's acts or omissions in connection with the services described in this Agreement.

9. Termination. Either party may terminate this Agreement for any reason or no reason by providing the other party thirty days (30) prior written notice. Consultant shall not be entitled to any compensation for expenses incurred after the termination of this Agreement.

10. Changes & Amendments. During the Term of the Agreement, RISD reserves the right to make changes to the work the Consultant is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by the Parties.

11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in that State Courts of Nueces County, Texas.

12. Invoices. Consultant is required to submit original invoices to the RISD Business Office. The invoices can be mailed or emailed through the postal service to RISD Business Office ATTN: Accounts Payable 801 North First Street, Robstown, Texas 78380 maria.flores@robstownisd.org. Failure to send the invoices to the Accounts Payable Office will delay payment. Consultant certifies that no work has been performed before the effective date of this Agreement. The invoices must include the list of services provided daily, dates of services, and location(s) where services were provided during the billing period. Invoices submitted by Consultant for work performed prior to the effective date of the Agreement may not be honored by RISD, in RISD's sole discretion.

13. Debarment and Suspension. Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any RISD Program or purchase of any goods or services from RISD. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, Consultant agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. Consultant acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; Consultant agrees to comply with any and all such requirements.

14. Sale of Products. Consultant agrees that all payments collected through RISD employees or students must be in the form of check, money order, or cashier's check, made out to Consultant and that all documents distributed will reflect this requirement. Consultant also agrees that Consultant is solely responsible for all orders, cashier's checks, checks money orders and all other forms of payment collected for the sale by Consultant of any goods and that RISD will not be held liable or responsible for any of those separate private transactions.

15. Felony Conviction Notification. Contractor should check the Appropriate Box below:

Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable.

Contractor has not been convicted of a felony, and/or Contractor NOT owned or operated by anyone who has been convicted of a felony.

Contract has been convicted of a felony, and/or Contractor IS owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: _____

Brief Details of Conviction(s) _____

16. Resident Citizen. Consultant certifies that they are a resident citizen or if a non-resident alien, then he/she is exempt from Federal Withholding tax and will provide the District all necessary documentation.

17. Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Consultant hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

18. Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Consultant hereby certifies and verifies that neither the Consultant, nor any affiliate, subsidiary, or parent company of the Consultant, if any (the "Consultant Companies"), boycotts Israel, and the Consultant agrees that the Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

19. Materials Provided by Consultant. All information, materials, or products developed pursuant to this Agreement by Consultant shall be the property of RISD if the information, materials, and products are specifically developed by the Consultant for the School District. Consultant shall not assert any claim at common law or in equity or establish any claim to statutory copyright in such material or make any reproduction of aid materials without the prior written consent of the District.

20. Entire Agreement. This Agreement represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

21. Notices. Any notice, communication, request, reply, consent, or approval ("**Notice**") in this Agreement provided or permitted to be given or made by either party to the other must be in writing effective when sent if delivered by 5:00 p.m. (Robstown, Texas time) on the date transmitted, otherwise at 8:00 a.m. the business day next following.

For purpose of Notice, the addresses for the parties shall, until changed as hereinafter provided, be as follows:

RISD: Robstown Independent School District
801 North 1st Street
Robstown, Texas 78380
Attention: Superintendent of Schools
Fax: (210) 444-4520
Phone: (210) 444-4500

CONSULTANT: Dr. Eric Baggerman
402 Southern
Corpus Christi, Texas 78404
Phone: (361) 960-9052

22. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

23. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made by purchaser except in accordance with the provisions hereof.

24. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

25. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

26. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

In witness whereof, RISD and Consultant have executed this Agreement to be effective on the date of signatures below:

Dr. Eric Baggerman

Robstown ISD

Signature

Date

Signature

Date