



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Agenda Item Summary

Meeting Date: January 19, 2022

Agenda Section: Consent

Agenda Item Title: Accountable Healthcare Staffing agency amended RFQ

From: Theresa Servellon, Chief Academic Officer

Additional Presenters if Applicable: Diane Olivo, RN BSN Health Services Coordinator

Description: The contractor will provide up to 6 LVN staff for medical services throughout the district to effectively meet students' physical needs for an interrupted academic day.

Historical Data: NONE

Recommendation: ESSER III- fund 282 will be utilized for payroll these individuals

Funding Budget Code and Amount: 282/33/6299/00/999/1/99/000 \$282, 000

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
GOODS AND/OR SERVICES CONTRACT**

This contract is submitted to South San Antonio Independent School District, referred to herein as "District", by individual named below and referred to herein as "Contractor". The Contractor proposes to be bound by the obligation(s), performance and accomplishment(s) of the tasks described herein.

NATURE OF SERVICES: *Contractor: Accountable Healthcare Staffing.*

- Contractor shall provide professional services as per Tx Gov't Code 2254 Sub A
 Contractor shall provide consulting services as per Tx Gov't Code 2254 Sub B
 Contractor shall provide miscellaneous contracted goods and/or services.

DESCRIPTION OF GOODS OR SERVICES: The Contractor shall furnish to the District the following:

To provide nursing services

CONTRACT TERM: The term of this contract shall be from August 2021 to July 2022, inclusive, subject to paragraph 8 of the Terms and Conditions below.

COMPENSATION: As full compensation for all goods and/or services contemplated by this contract, Contractor shall be recompensed as follows:

ESSER Fund 282 - \$38 per hour, not to exceed \$47,025.00/ 6 LVN's to be utilized
 Totaling: \$ 282,000.00

MATERIALS: Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the terms of this contract, except as follows:

INDEPENDENT CONTRACTOR: Contractor, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled to. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

PERFORMANCE OF CONTRACT TERMS: The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

All information, materials, and products developed pursuant to this contract shall be property of the District and Contractor shall not assert any claim in law or equity or assert any claim to statutory copyright or patent in such information, materials, and products without prior written permission of the District.

Nothing in this contract shall be construed as a waiver by the District of any of the immunities or privileges enjoyed by the District, its officers, employees, agents, and volunteers under state or federal statutory or common law. Contractor agrees to indemnify and hold the District harmless for any third-party claims which may be asserted against the District, its employees, officers, agents, and volunteers as a result of Contractor's performance under this contract.

In accordance with state law [TEC 44.034(a)], a Felony Conviction Form must be submitted with this contract. In addition, state law [TEC 22.083] authorizes the District to obtain criminal history information on a person who will provide services on school property or at a location where students are regularly present; therefore, you must also submit a Criminal History Record Information Form with this contract if the preceding applies to the goods and/or services you propose to offer.

SUBMITTAL OF DOCUMENTS: The Contractor shall submit the following documents and information prior to commencement of the services or delivery of goods as described herein:

- W-9
- Contractor Certification Form
- Authorization for Criminal Record Search
- Felony Conviction Form
- Conflict of Interest Questionnaire (CIQ)
- Insurance Certificates and Endorsements

Printed Contractor or Business Name: Accountable Healthcare Staffing,

SS # _____ OR TIN # _____

Address: 999 Yamato Road, Suite 210, Boca Raton, FL 33431

Phone: (561) 300-7386 Fax: _____

E-mail: Contracts@AHCStaff.com

Contractor Signature: _____

Note: This contract is not an obligation to the District until approved and accompanied by an official District purchase order. Contractor will be paid no later than 30 days after services are provided.

Diane Olivo RN BSN 9-17-2021

Signature/Date (Person requesting goods or services)

Principal/Administrator's Approval

I, the designee of the District for my department or school, hereby certify this contract is in compliance with the authorizing program statute and applicable regulations and authorize the goods and /or services to be provided as written above.

AGREED and accepted on behalf of the District this 17 _____ day of _____ September _____, 2021.

Diane Olivo RN, BSN

Principal/Administrator Signature

Final Administrator's Approval (for contracts exceeding \$1,500.00)

I, the Executive Director or Chief for my department, hereby certify this contract meets all requirements and authorize the contract for the goods and/or services covered by this contract.

AGREED and accepted on behalf of the District this _____ day of _____, 2021.

Executive Director/Chief Signature

STANDARD TERMS AND CONDITIONS

1. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the state of Texas and shall be governed by and construed under the laws of the state of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this CONTRACT shall be maintained in the county in which the District's administrative offices are located.
2. **Entire Contract:** This CONTRACT, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized by DISTRICT in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any DISTRICT employee or agent, including but not limited to installers of software, shall not be valid or binding on DISTRICT unless accepted in writing by DISTRICT'S Purchasing Agent or designee, hereinafter "PURCHASING AGENT."
3. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized by DISTRICT in writing.
4. **Delivery:** Time of delivery of goods or services is of the essence in this CONTRACT. DISTRICT reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind DISTRICT to accept future shipments nor deprive it of the right to return goods already accepted at CONTRACTOR'S expense. Over shipments and under shipments of goods shall be only as agreed to in writing by DISTRICT. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by DISTRICT.
5. **Acceptance:** Unless otherwise agreed to in writing by DISTRICT, acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of DISTRICT.
6. **Payment:** Payment shall be made 30 days in arrears after acceptance of invoice and completion of the purchase order.
7. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or subcontracted by CONTRACTOR without the express written consent of DISTRICT. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of DISTRICT shall be invalid and shall constitute a breach of this CONTRACT.
8. **Termination:** In addition to any other remedies or rights it may have by law, DISTRICT has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DISTRICT of its right to terminate the CONTRACT shall relieve DISTRICT of all further obligation.
9. **Independent Contractor:** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall be considered an agent or an employee of DISTRICT. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through DISTRICT.
10. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to DISTRICT'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of DISTRICT required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
11. **Insurance:** CONTRACTOR shall ensure that it and its assigned employees, if any, carry and maintain throughout the Term, both general and professional liability insurance naming DISTRICT as an additional insured, and providing for \$1,000,000 in coverage to DISTRICT per occurrence and \$3,000,000 in the aggregate. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. DISTRICT shall not obtain, pay for, or reimburse CONTRACTOR for the cost of general and professional liability insurance.
12. **Indemnification:** CONTRACTOR shall hold harmless, indemnify, and defend DISTRICT, its officers, employees, agents, subcontractors and consultants in their official and individual capacity from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) which may be asserted, claimed or recovered against or from DISTRICT, its officers, employees, agents, subcontractors or consultants in their official or individual capacity by reason of any violation of a student's federally protected rights, damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement or the Services hereunder. This provision shall survive termination of this Agreement and shall be binding on the parties and their successors, representatives, and assigns and cannot be waived or varied.
13. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO DISTRICT, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO DISTRICT UNDER APPLICABLE LAW.**
14. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the DISTRICT'S specific written approval.
15. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of DISTRICT.
16. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all DISTRICT and DISTRICT-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees.
17. **Compliance with Laws:** CONTRACTOR shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. CONTRACTOR shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If CONTRACTOR observes that any of the Work required by this CONTRACT is at variance with any such laws, ordinance, rules or regulations, CONTRACTOR shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this CONTRACT shall be appropriately amended in writing, or this CONTRACT shall be terminated effective upon CONTRACTOR'S receipt of a written termination notice from the District. If

CONTRACTOR performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, CONTRACTOR shall bear all costs arising therefrom.

18. **Pricing:** The CONTRACT price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
19. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
20. **Authority:** The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
21. **Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by District, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
22. **Limitation of District Liability:** Other than as provided in this CONTRACT, District's financial obligations under this CONTRACT shall be limited to the payment of the compensation provided in this CONTRACT. Notwithstanding any other provision of this CONTRACT, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this CONTRACT for the services performed in connection with this CONTRACT.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this CONTRACT shall be deemed to be inserted herein and this CONTRACT shall be read and enforced as though it were included therein.

from August, 2021

Re: Texas Education Code Chapter 22, Criminal History

Information Dear Contractor/Independent Contractor/Vendor:

Effective January 1, 2008, a school district is required to take appropriate steps to protect pupils who may come in contact with a contractor's employees. Pursuant to Texas Education Code Chapter 22, as amended by Senate Bill 9, service contractors shall obtain criminal history record information regarding covered employees and certify to the District that they have done so. Service contractors who have employees who could come into direct contact with students while performing work at the South San Antonio Independent School District through an agreement with your company must pass a criminal background check. Therefore, it is your responsibility to perform a name-based criminal history background check on all affected individuals who were employed by your company prior to January 1, 2008. All affected employees hired by your company **after** January 1, 2008 must be fingerprinted and run through the Department of Public Safety (DPS) clearinghouse, a database containing an employee's national criminal history based on fingerprints, photos, and other identification that will enable both you and the South San Antonio ISD to have access to the employee's current national criminal history, and updates of the employee's subsequent criminal history. It is your responsibility to complete this process before the employee is hired or performs work in which the employee could have direct contact with students at the South San Antonio ISD.

If an employee has a criminal history background involving any of the following offenses, then that employee is ineligible to work on the premises of the South San Antonio Independent School District:

- An offense involving moral turpitude; ("Moral turpitude" is an act of baseness, vileness, or depravity in the private and social duties which a person owes another member of society or society in general, and which is contrary to the accepted rule of right and duty between persons, including, but not limited to, theft, attempted theft, rape, indecency with a minor, and controlled substances issues.)
- An offense involving a form of sexual or physical abuse of a minor or student, or other illegal conduct in which the victim is a minor or student;
- A felony offense involving the possession, transfer, sale, or distribution of, or conspiracy to possess, transfer, sell or distribute a controlled substance, as defined by Chapter 481, Health and Safety Code, or by 21 U.S.C. Section 801 *et seq.*;
- An offense involving the illegal transfer, appropriation, or use of school district funds or other district property; or
- An offense involving an attempt by fraudulent or unauthorized means to obtain or alter a professional certificate or license issued by the Texas Education Agency or the State Board for Educator Certification.

Texas Education Code Section 22.0834 requires that you certify to the South San Antonio Independent School District that you have received all criminal history information on all of your affected employees. In addition; you will need to maintain this information on file for inspection by the South San Antonio Independent School District when requested.

DPS has issued new instructions regarding procedures for fingerprinting newly hired employees of school district contractors covered by the new criminal history information legislation (Tex. Educ. Code 22.0834). Contractors will need to contact DPS, sign a user agreement, get an ORI, (Originating Reference Identification), and then get their FAST Passes (Fingerprint Applicant Services of Texas) directly from DPS, according to the procedures set out in the attached memorandum.

Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau Texas Department of Public Safety Crime Records Service
P. O. Box 149322
Austin, Texas 78714-9322

Email: Phone: (512) 424-2365 FACT@txdps.state.tx.us

For fastest service, please email or call and state in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name Company Address Company Phone
Name of Company point of contact Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After you sign the DPS User Agreement for FACT, DPS will provide you with a revised **FAST Fingerprint Pass** that you will have to provide to your employees and applicants. Your employees and applicants will use that **FAST Fingerprint Pass** when scheduling their FAST fingerprinting.

Texas Department of Public Safety Crime Records Service

Independent Contractor Certification Form

Introduction: Texas Education Code Chapter 22 requires an independent contractor who provides services to a school district to obtain criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify with the District that the contractor has complied. Independent contractors with disqualifying criminal histories are prohibited from serving at a school district. Before work on this contract begins, Independent Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor must obtain criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that he shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

The district may not obtain criminal histories for individual independent contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including an offense listed at 19 Tex. Admin. Code § 249.16; or (3) one of the following offenses, if at any time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

I certify to the South San Antonio Independent School District ("District") that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.

Signature

Date

IMPORTANT

By submitting this form, I am indicating that I am complying with Senate Bill 9, Section 22.0834 Criminal History Record Information Review of Certain Contract Employees, Texas Education Code.

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Authorization to Conduct Criminal Record Search

Texas Education Code Section 22.0834 requires that an entity contracting with a school district obtain all criminal history record information pertaining to employees that (1) will have continuing duties related to the contracted services and (2) will have direct contact with students. Additionally, the entity must certify to the school district that it has received this information.

Accordingly, the District requires that you complete this form before the person(s) listed below may enter upon a District campus in conjunction with your contract with the District. Please note that any person for whom a criminal history report has not been obtained will not be allowed to enter upon a District campus.

Please complete the information below and return with the application.

Name _____

Last

First

Middle

Social Security Number _____ Date of Birth _____

Driver's License Number _____ State _____

Ethnicity African American/Black American Indian or Alaskan Native
 Asian or Pacific Islander Hispanic or Latino White/Non-Hispanic

Gender Male Female

I hereby authorize South San Antonio Independent School District to obtain from any law enforcement agency or criminal justice agency all criminal history record information that relates to me.

I understand that the information I am providing about age, gender, and ethnicity will not be used to determine eligibility for employment, but will be used solely for the purpose of obtaining criminal history record information.

Signature of Applicant

Date

SSAIAD Health Services

Campus/Department

Principal/Administrator Signature/Date

Criminal record search conducted by Name

Signature

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for the services performed before the termination of contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: Accountable Healthcare Staffing

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) _____

My firm is publicly-held corporation, therefore, this reporting requirement is not applicable. My firm is neither owned nor operated by anyone who has been convicted of felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____

Details of Conviction(s): _____

Signature of Company Official: _____

Date _____