



An Agreement with FPACP Management, LLC d/b/a Focused Care at Allenbrook

It is mutually agreed by **Focused Post Acute Care Partners Management, LLC dba Focused Care at Allenbrook** (healthcare agency) and **Goose Creek Consolidated Independent School District** (school) that clinical experience location for students enrolled in the Nurse Aide Training Program may be provided at the healthcare agency.

Goose Creek Consolidated Independent School District is an affirmative action/equal opportunity institution. The school nurse aide instructors and healthcare agency do not and will not discriminate against any employee, student, faculty, or member because of gender, disability, race, color, age, religion, national origin or veteran status.

WHEREAS, HEALTHCARE AGENCY and DISTRICT agree the following provisions shall be included and incorporated into the Agreement.

It is agreed that the school nurse aide instructor(s) will provide the teaching guidance and evaluation of students, and delegate some teaching responsibilities to a qualified, licensed registered nurse if the situation is deemed necessary and if the delegated person is in agreement.

It is agreed that school will provide the health agency nursing staff with a schedule for student assignments prior to the beginning of each class. Both parties agree in advance on the learning experience and agreements. The objectives for learning experiences will be provided by the school nurse aide instructors, and those experiences will then be evaluated by both the healthcare agency staff and the school nurse aide instructors.

It is agreed that students and faculty members will provide their own transportation.

It is agreed that the healthcare agency will provide the following:

1. Orientation for assigned school instructors and assist them in orienting students to the healthcare agency.
2. Assignments that will yield experience compatible with the students' learning objectives.
3. Overall control and supervision of patient care.
4. Learning experiences which are within the scope of the nursing level of the student.

It is agreed that Each Party shall secure and maintain at all times during the term of this Agreement, at its sole expense, appropriate levels of professional liability insurance or self-insurance covering it and its staff. Each Party agrees to notify the other immediately, in writing, of any material change in any insurance policy required to be maintained by it hereunder.

As a part of the Program, School students shall be informed of the duty of confidentiality and HIPPA regulations as an integral part of the clinical experience under this Agreement and such duties and regulations shall be strictly enforced.

Unless provided by other applicable law, students are not employees of the Healthcare Agency are not entitled to wages, compensation, or fringe benefits associated with employment as a result of their participation in the Nurse Aide Training Program. Students will be given priority interviews for available positions at the end of the training period.



The Healthcare Agency shall make available emergency medical care to any student injured while at the Healthcare Agency. To the extent the cost of such medical care is not covered by insurance personally carried by the student, the Healthcare Agency shall collect such cost directly from the injured student and not from the school. The School does not hereby or otherwise undertake any financial responsibility for the payment of such costs.

The Parties agree that the School is subject to the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C.1232g, and its implementing regulations in 34 C.F.R. Part 99. To the extent that personally identifiable information or student records are accessed by Healthcare Agency pursuant to the scope of this Agreement, Healthcare Agency agrees to keep that information confidential. Healthcare Agency agrees to refrain from copying, disseminating, or discussing the information or in any way compromising the confidentiality of such personally identifiable student information.

Confidential Student Information

Healthcare Agency, on behalf of itself and its subsidiaries and affiliates, understands that healthcare agency representatives may receive access to the student information of students of the Goose Creek Consolidated Independent School District (the "District") enrolled in the Nurse Aide Training program pursuant to the Agreement between Healthcare agency and the District. For purposes of the Services to be performed, Healthcare Agency is a "school official" as the term is used in Policy FL (Local). Therefore, Healthcare Agency has a legitimate educational interest in such student information provided for the use in the Services defined. As such, Healthcare Agency'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.

Healthcare Agency agrees and understands that information concerning any individual student is to be held in strictest confidence and assures that procedures are in place for monitoring and protecting confidentiality of student information. All media that contain individual student records will be kept in a secure area and no media containing individual students shall be published without a parent consent form. Each Healthcare Agency representative (employees and/or contractors) that will access the individual student records must agree to protect student confidentiality by signing the attached "Access Agreement."

In addition, Healthcare Agency agrees that any data sets or output reports that its representatives may generate with individual student data are confidential. Healthcare Agency will not disclose to any unauthorized person any data sets or reports with individual student data which is obtained or devised. Healthcare Agency agrees to be responsible for any access by tracking access to student identifiable information through the use of password(s).

Healthcare Agency 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).

Healthcare Agency shall sign the attached Confidential Student Information Agreement and each employee, agent, representative, and/or contractor of Healthcare Agency providing services subject to this Agreement shall sign the Access Agreement, both of which are fully incorporated herein for all purposes and attached hereto as Exhibit A.

This Agreement shall be effective upon execution by the designee for each party and shall be in full force and effect thereafter until terminated by either party, it being the intention of the parties hereto that this Agreement shall be for the term provided herein. This Agreement may, however, be amended in writing by mutual consent



of the parties hereto. In the event either party chooses to terminate this Agreement, such party shall give written notice to the other no less than 30 days prior to the end of any School semester. In no event shall any student who has been actively enrolled in the Nurse Aide Training program not be provided the opportunity to complete the objectives of the course provided at the Healthcare Agency, unless otherwise removed from the Nurse Aide Training program as herein specified.

Focused Care at Allenbrook

4109 Allenbrook Dr.
Baytown, TX 77521

Parker, Guca, RN DCC

Administrator

Date

8/21/2023

Goose Creek Consolidated Independent School District

P.O. Box 30
Baytown, TX 77521

Randal O'Brien

Randal O'Brien

Superintendent

Date

9/1/23



ACCESS AGREEMENT

I understand and accept the following conditions and responsibilities of my employment with **Focused Care at Allenbrook**, (Healthcare Agency) with offices at 4109 Allenbrook Dr., Baytown, TX 77521, on behalf of itself and its subsidiaries and affiliates while serving students of the Goose Creek Consolidated Independent School District ("GCCISD"):

1. Under the terms of the Confidential Student Information Agreement between Healthcare Agency and the GCCISD ("District"), I understand that I may receive access to confidential student information, based on consent, for the purpose of providing the Services outlined in the Agreement between Focused Care at Baytown and the District.
2. In the performance of my duties, I may have access to confidential information, which includes records of GCCISD students, faculty, or staff; business information, correspondence and reports. All of these types of information are considered confidential.
3. I shall treat ALL information accessible to me in the performance of my duties as Confidential Information, regardless of its format (e.g., electronic, paper, oral), unless and until advised otherwise by my supervisor.
4. I agree to not access Confidential Information unless I am authorized to do so, and I agree to maintain the confidentiality and privacy of Confidential Information during and after my period of employment with Employer. I shall not, directly or indirectly, communicate orally, in writing, or by e-mail, any Confidential Information to any unauthorized person, including, without limitation, other students, work colleagues, family members, etc.
5. I may gain access to sensitive or confidential information and records that may be protected from disclosure by federal or state law. Examples include education records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). I understand that unauthorized disclosure of such information can adversely impact Employer, the GCCISD, individual persons, or affiliated organizations.
6. I understand that any data sets or output reports containing individual student information that may generate, or that may be generated by my superior, using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports containing individual student information that I have access to or that may be generated using confidential data. Except as required by law, I will not disclose any data analysis or report containing individual student information 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).
7. I shall use my access to Confidential Information for the sole purpose of performing my job duties. I shall not disclose Information to ANYONE without prior authorization from my supervisor.
8. I shall not permit myself or any other person to copy, reproduce, alter, delete, or enter any Information other than what is required in the regular performance of my job duties.
9. I am aware that any breach of this Agreement, release of Confidential Information, or any abuse of my position, may result in disciplinary action, including possible termination of my position and civil and criminal legal sanctions.



10. The provisions contained in this Agreement are considered conditions of my participation in the provisions of instruction to the students of GCCISD participating in the Nurse Aide Training program.

I have reviewed and read this document. I understand its terms and its legal effect.

PARKER, ERIC A. D.
Employee Name (Print)

Eric Parker
Signature

RN, DAS 8/21/2023
Date