

TITLE: Approve Professional Services
Agreements with Individuals for
Speech, Occupational Therapy and
Diagnostic Services

DATE: October 25, 2011

PROFESSIONAL SERVICES AGREEMENT RECOMMENDATION

BACKGROUND:

Individuals have been utilized by the school district to provide speech, occupational therapy and diagnostic services on an as-needed basis for the Special Education Department. Due to the anticipated expenditures related to these services, the Purchasing Department, in conjunction with the Special Education Department, recommends approval of continued use of professional services with these individuals.

CONSIDERATIONS:

Attached is a tabulation of the potential expenditures for each individual, along with a copy of each signed professional services contract. Due to contract payments exceeding \$25,000, board approval is required. The purposes of these contracts are to provide speech, occupational therapy and diagnostic services by professionals outside the district in order to meet the needs of all the special education children in the district.

Speech language pathologists assist the district in providing evaluation and remediation services for disorders or delays related to articulation, fluency, voice, receptive language, expressive language, pragmatic language, oral motor skills and swallowing. Occupational therapists assist the district in providing focused treatment for children to gain independence through improving their cognitive, physical and motor skills. Diagnosticians are utilized for assessment and diagnosis for children with learning disabilities. Diagnosticians also assist staff in counseling the children and consulting with teachers and parents on the child's progress.

RECOMMENDATION:

The Purchasing Department, in conjunction with the Special Education Department, recommends approval of the anticipated expenditures for speech, occupational therapy and diagnostic services as detailed on the tabulation.

**#12-057 Professional Service Agreements for Speech,
Occupational Therapy and Diagnostic Services**

Amy Tharp				Neida Horton				Deann O'Leary						
Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max	Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max	Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max
Speech	\$92.85			\$15,000.00	Diagnostician	\$65.00	\$1,950.00	\$7,800.00	\$78,000.00	Speech	\$70.00	\$1,050.00	\$4,200.00	\$42,000.00

Jennifer Payne				Lellani Shortes					
Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max	Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max
Occupational Therapy	\$60.00	\$800.00	\$3,200.00	\$32,000.00	Occupational Therapy	\$65.00	\$1,040.00	\$4,160.00	\$41,600.00

Dana Harrington-Prime Healthcare				Carol Rochon-Prime Healthcare					
Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max	Service	Hourly Rate	Weekly Max	Monthly Max	Yearly Max
Speech	\$59.00	\$2,215.50	\$8,850.00	\$88,500.00	Speech	\$59.00	\$1,475.00	\$5,900.00	\$59,000.00

**SCHEDULE 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**



Name of Consultant: Amy Tharp Speech Services, PLLC
Address: P.O. Box 546, Keene, TX 76059

Telephone: 817-528-7200
Tax Identification or SS: 68-0657459

Licenses, Certifications and/or
Credentials (Copies must be attached): Texas Licensed SLPs

Services to Be Provided: Bilingual Speech Services

Prices and Payment: \$425 individual evaluation; \$650 (7 hour day); \$80 hour for additional
report writing

The Consultant shall submit a written billing statement to the District. The written billing statement must identify the days on which the Consultant provided services hereunder to the District. For each day that the Consultant provided services to the District hereunder, the billing statement must also include a statement of the amount of time spent by the Consultant in performing services on that day and a summary of the nature and/or type of services provided on that day.

Upon verification of the information set forth in the Consultant's billing statement, the District shall, within 30 days pay Consultant for the services performed by the Consultant (as described and identified in the monthly billing statement), at the hour/day limit rate listed above.

THIS AGREEMENT FOR PROFESSIONAL SERVICES-INDEPENDENT CONTRACTOR ("Agreement") is made between MANSFIELD INDEPENDENT SCHOOL DISTRICT ("District") and the individual or entity identified as the consultant ("Consultant") in Schedule 1 which is attached hereto and made a part of this Agreement for all purposes.

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows.

1. **Parties:** The District is an independent school district organized in accordance with the laws of the State of Texas. The administrative offices of the District are located at 605 East Board Street, Mansfield TX 76063. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in the Agreement), is set forth as Schedule 1.
2. **Description of Services:** The District engages the Consultant to provide, and the Consultant agrees to provide the services ("Services") described in Schedule 1. The District shall designate the students in the District, for whom the Consultant shall provide Services hereunder, and the calendar time frames within which Services must be provided, however, the Consultant shall determine the specific days and times of the Consultant's Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described in Schedule 1. During the term of this agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.
3. **Payment for Services:** The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Schedule 1, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to the Agreement.
4. **Independent Contractor Relationship:** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT PARTNER OF THE DISTRICT OR TO HAVE ANY RELATIONSHIP WITH THE DISTRICT OTHER THAN THAT OF INDEPENDENT CONTRACTOR.
5. **Confidentially of Student Information:** As an independent contractor retained by the District to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term defined in the District's Board Policy. Further, it is understood and agreed that in order to perform Services hereunder, it will be necessary for the Consultant to review and be provided access to the "educational records: (as that term is defined in the Texas Education Code and the Family Education Rights and Privacy Act) of students of the District for whom the Consultant provides Services hereunder. The Consultant agrees to maintain the confidentiality of any and all educational records of students in the District that are disclosed to, or reviewed by, the Consultant in accordance with Federal and State laws, rules and regulations.
6. **Materials and Supplies and Non-Reimbursement of Expenses:** The Consultant shall supply, at Consultants sole cost and expense, all materials and supplies necessary for the Consultant to perform services hereunder. The District shall not be liable to the Consultant for an expense pair or incurred by the Consultant (including without limitation, business, and travel expenses) unless specifically agreed to in writing by the District.
7. **Tax Duties and Responsibilities:** The District shall not pay or withhold any Federal, State or Local taxes of any kind relating to payments made to Consultant for services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state, or local taxes relating to payments received by Consultant for performance of Services hereunder, including without limitation, Federal income taxed, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.
8. **Benefits:** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in any benefits offered or provided by the District to its employees, including, without limitation, any person plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

9. **Insurance:** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules, and regulations; applicable insurance required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.
10. **Term and Termination:** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until either party as provided herein terminates it. Either party may terminate this Agreement, with or without cause, by giving a 30 days written notice of termination to the other party. Such termination shall not prejudice any remedy that the terminating party may have at law or in equity. In event of the termination of this Agreement prior to the completion of the term of this Agreement specified above, the Consultant shall be entitled to the compensation earned by the Consultant prior to the date of termination as provided for in this Agreement. The Consultant shall be entitled to no further compensation after the date of the termination.
11. **No Authority to Bind the District:** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
12. **Notice:** Any notice or other communication given in connection with this agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein either part may change its address stated herein by giving written notice of the change in accordance with the provisions of the Section.
13. **Assignments:** Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not be adding any or all of his or her rights, duties, or obligations hereunder to any other person without the prior written consent of the District.
14. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and neither party is relying upon any statements or representations other than are set forth in the Agreement.
15. **Modification and Non-Waiver:** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.
16. **Severability and Enforceability:** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.
17. **Audit of Records:** For the purpose of ascertaining the services rendered, Consultant will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Consultant from the student, all in a form acceptable to the District. The District and its authorized representatives may examine and audit the Records, which Consultant will make available during regular business hours of the District.
18. **Criminal Background Checks.** Consultant affirms that it has complied or will comply prior to the performance of any work for the District, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires Consultant to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. Consultant must certify to the District that the Consultant has received all criminal history record information on all persons, including the Consultant itself, and that there were no positive hits. The cost of this requirement is to be paid by the Consultant.
19. **Confidentiality.** Consultant understands and acknowledges that she will have access to confidential and proprietary information of the District and of Students. Consultant hereby covenants that she will protect and keep all such information confidential and shall not disclose such information except under order of a court competent jurisdiction.
20. **Sovereign Immunity.** The parties agree that the District has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
21. **Fairness Principle.** This Agreement is entered into and all students will be treated by the Consultant under this Agreement without regard to sex, race, color, religion, or handicap.

22. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by laws of the State of Texas.
23. **Venue.** Venue, in the event of a suit, is in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

AMY THARP SPEECH SERVICES, PLLC

By: Amy Tharp, MS, CCC-SLP

Amy Tharp, President

Date: 6/23/10

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: [Signature]

Date: 7/19/10

ADDENDUM TO APPLICATION

Confidential

The Mansfield Independent School District is required by state law to obtain criminal history record on all applicants for employment with the District (Texas Education Code Section 21.917). The information provided below is necessary to obtain criminal history information.

Full Name:
(Print)

_____ **Last**

M

_____ **First**

A

_____ **Middle**

Social Security No.: _____

Date of Birth: _____

Drivers License No.: _____

Sex: _____

Ethnicity: _____

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

Signature

Date

**SCHEDULE 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**

Name of Consultant: **BRIDGING THE GAP DIAGNOSTIC SERVICES – NELDA HORTON**
Address: **4812 SAM BASS COURT
FORT WORTH, TX 76244**
Telephone: **817-562-1654 home 936-635-1749 cell**
Tax Identification or SS: **465-92-4401**
Licenses, Certifications and/or
Credentials (Copies must be attached):
Services to Be Provided: **CONTRACT EDUCATIONAL DIAGNOSTICIAN
Texas Licensed Educational Diagnostician
Full Individual Student Evaluations to include:
Parent interviews, as appropriate
Review of student records
Teacher interviews regarding students as appropriate
Classroom observations as appropriate
Consultation with district staff regarding students
Interpretation of all data to support diagnostic conclusions and to provide
an Individualized learning profile with educational recommendations
Completion of appropriate eligibility forms
Attend and conduct ARD meetings**
Prices and Payment: **\$65.00 per hour not to exceed 30 hours per week. Mileage to be
Reimbursed at the district rate of .485 per mile.**

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6. **Materials and Supplies and Non-Reimbursement of Expenses:** The Consultant shall supply, at Consultants sole cost and expense, all materials and supplies necessary for the Consultant to perform

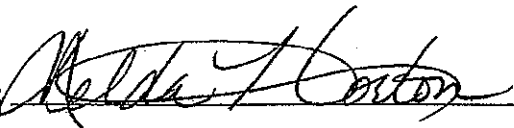
services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including without limitation, business, and travel expenses) unless specifically agreed to in writing by the District.

7. **Tax Duties and Responsibilities:** The District shall not pay or withhold any Federal, State or Local taxes of any kind relating to payments made to Consultant for services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state, or local taxes relating to payments received by Consultant for performance of Services hereunder, including without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.
8. **Benefits:** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in any benefits offered or provided by the District to its employees, including, without limitation, any pension plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.
9. **Insurance:** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules, and regulations; applicable insurance required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.
10. **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT.**
11. **Term and Termination:** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until either party as provided herein terminates it. Either party may terminate this Agreement, with or without cause, by giving a 30 days written notice of termination to the other party. Such termination shall not prejudice any remedy that the terminating party may have at law or in equity. In event of the termination of this Agreement prior to the completion of the term of this Agreement specified above, the Consultant shall be entitled to the compensation earned by the Consultant prior to the date of termination as provided for in this Agreement. The Consultant shall be entitled to no further compensation after the date of the termination.
12. **No Authority to Bind the District:** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
13. **Notice:** Any notice or other communication given in connection with this agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein either party may change its address stated herein by giving written notice of the change in accordance with the provisions of the Section.
14. **Assignments:** Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not be adding any or all of his or her rights, duties, or obligations hereunder to any other person without the prior written consent of the District.
15. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and neither party is relying upon any statements or representations other than are set forth in the Agreement.
16. **Modification and Non-Waiver:** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.
17. **Severability and Enforceability:** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

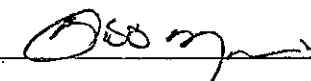
It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

18. **Audit of Records:** For the purpose of ascertaining the services rendered, Consultant will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Consultant from the student, all in a form acceptable to the District. The District and its authorized representatives may examine and audit the Records, which Consultant will make available during regular business hours of the District.
19. **Criminal Background Checks.** Consultant affirms that it has complied or will comply prior to the performance of any work for the District, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires Consultant to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national check. Consultant must certify to the District that the Consultant has received all criminal history record information on all persons, including the Consultant itself, and that there were no positive hits. The cost of this requirement is to be paid by the Consultant.
20. **Confidentiality and Ownership of Work.** Consultant understands and acknowledges that she will have access to confidential and proprietary information of the District and of Students. Consultant hereby covenants that she will protect and keep all such information confidential and shall not disclose such information except under order of a court competent jurisdiction. Consultant also understands that any work created by Consultant pursuant to this Agreement shall be and remain the sole property of the District and Consultant hereby relinquishes all rights to any such work.
21. **Sovereign Immunity.** The parties agree that the District has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
22. **Fairness Principle.** This Agreement is entered into and all students will be treated by the Consultant under this Agreement without regard to sex, race, color, religion, or handicap.
23. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by laws of the State of Texas.
24. **Venue.** Venue, in the event of a suit, is in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

By: 
Date: 6-28-2011

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: 
Date: 7/7/11



ADDENDUM TO APPLICATION

Confidential

The Mansfield Independent School District is required by state law to obtain criminal history record on all applicants for employment with the District (Texas Education Code Section 21.917). The information provided below is necessary to obtain criminal history information.

Full Name: *Horton* *Nelda* *Ann*
(Print) Last First Middle

Social Security No.: *465-92-4401* **Date of Birth:** *11-23-1950*

Drivers License No.: *TX06640480*

Sex: *F* **Ethnicity:** *C*

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

Nelda Horton _____ *6-28-2011* _____
Signature Date

Sheet 1

Send form for fingerprinting uploading to Aurora Garcia by fax or email.

Fax #: (817) 473-5488

MISD Human Resources

Email address: aurragarcia@msdmail.org

*Submitting to Aurora Garcia
for approval
of marks 6/26/2011
10:16 P.M.*

FINGERPRINTING REQUEST FORM

All items on the form must be clearly completed for processing.

Name: Nelda Horton Ann
First Last Middle

Address: 4812 Sam Bass Ct. FT. Worth, TX 76284-
Street City State Zip

Social Security #: 465-92-4440

Driver's License #: 06040-480 DL State: TX

Date of Birth: 11-23-1950

Phone #: 936-635-1749

Email address: Nelda.horton@gmail.com



FAST

Fingerprint Applicant Services of Texas

1-888-467-2080

Applicant Name: Horton Nelda
Last First Initial

Amount Paid: 9.95 Date: NOV 03 2009

Paid by: Ck. M.O. P.P. Acct.

I certify that the above amount has been paid for fingerprinting services and that fingerprints have been taken and submitted. NOV 03 2009

NTCastillo
Operator Signature Date

TCN# 93997189253

1320

OUR CHECK-BOX

Track your expenses...

Clothing Food Transportation TAX DEDUCTIBLE ITEM

Credit Card Utilities Mortgage

Entertainment Insurance Other

2753

11-2-2009

Balance Forward

THIS ITEM	9.95
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

2-1 Identity

Money 7100

Fingerprint

808 SBEC

KISS

2753

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

**SCHEDULE 1
TO
ADDENDUM AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**

Name of Consultant: **Deann O'Lenick**
Address: **7519 Tin Cup Dr., Arlington, TX 76001**

Telephone: **817-301-2682 cell; 817-375-0636 home**
Tax Identification or SS: **501-92-6260**
Licenses, Certifications and/or CCC/SLP; Texas License 14941 -
Credentials (Copies must be attached):
Services to Be Provided: **Speech Language Evaluations and Therapy, including a specialization in
Augmentative Communication**
Prices and Payment: **\$70.00 per hour for direct/indirect services, no to exceed 15 hours per
week**

This is an Addendum Agreement, replacing previous contract dated 9/29/10.

The Consultant shall submit a written billing statement to the District. The written billing statement must identify the days on which the Consultant provided services hereunder to the District. For each day that the Consultant provided services to the District hereunder, the billing statement must also include a statement of the amount of time spent by the Consultant in performing services on that day and a summary of the nature and/or type of services provided on that day.

Upon verification of the information set forth in the Consultant's billing statement, the District shall, within 30 days pay Consultant for the services performed by the Consultant (as described and identified in the monthly billing statement), at the hour/day limit rate listed above.

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For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows.

1. **Parties:** The District is an independent school district organized in accordance with the laws of the State of Texas. The administrative offices of the District are located at 605 East Board Street, Mansfield TX 76063. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in the Agreement), is set forth as Schedule 1.
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4. **Independent Contractor Relationship:** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT UNDER THIS AGREEMENT SHALL NOT BE DEEMED TO BE AN EMPLOYEE, SERVANT, AGENT OR PARTNER OF THE DISTRICT OR TO HAVE ANY RELATIONSHIP WITH THE DISTRICT OTHER THAN THAT OF INDEPENDENT CONTRACTOR.
5. **Confidentially of Student Information:** As an independent contractor retained by the District to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term defined in the District's Board Policy. Further, it is understood and agreed that in order to perform Services hereunder, it will be necessary for the Consultant to review and be provided access to the "educational records" (as that term is defined in the Texas Education Code and the Family Education Rights and Privacy Act) of students of the District for whom the Consultant provides Services hereunder. The Consultant agrees to maintain the confidentiality of any and all educational records of students in the District that are disclosed to, or reviewed by, the Consultant in accordance with Federal and State laws, rules and regulations.
6. **Materials and Supplies and Non-Reimbursement of Expenses:** The Consultant shall supply, at Consultants sole cost and expense, all materials and supplies necessary for the Consultant to perform services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including without limitation, business, and travel expenses) unless specifically agreed to in writing by the District.
7. **Tax Duties and Responsibilities:** The District shall not pay or withhold any Federal, State or Local taxes of any kind relating to payments made to Consultant for services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state, or local taxes relating to payments received by Consultant for performance of Services hereunder, including without limitation, Federal income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.
8. **Benefits:** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in any benefits offered or provided by the District to its employees, including, without limitation, any person plans, health insurance plans, disability

insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

9. **Insurance:** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules, and regulations; applicable insurance required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.
10. **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE DISTRICT AND IT'S OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE OPERATION OR PERFORMANCE OF CONSULTANT UNDER THIS AGREEMENT.**
11. **Term and Termination:** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until either party as provided herein terminates it. Either party may terminate this Agreement, with or without cause, by giving a 30 days written notice of termination to the other party. Such termination shall not prejudice any remedy that the terminating party may have at law or in equity. In event of the termination of this Agreement prior to the completion of the term of this Agreement specified above, the Consultant shall be entitled to the compensation earned by the Consultant prior to the date of termination as provided for in this Agreement. The Consultant shall be entitled to no further compensation after the date of the termination.
12. **No Authority to Bind the District:** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
13. **Notice:** Any notice or other communication given in connection with this agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein either part may change its address stated herein by giving written notice of the change in accordance with the provisions of the Section.
14. **Assignments:** Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not be adding any or all of his or her rights, duties, or obligations hereunder to any other person without the prior written consent of the District.
15. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and neither party is relying upon any statements or representations other than are set forth in the Agreement.
16. **Modification and Non-Waiver:** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.
17. **Severability and Enforceability:** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.
18. **Audit of Records:** For the purpose of ascertaining the services rendered, Consultant will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Consultant from the student, all in a form acceptable to the District. The District and its authorized representatives may examine and audit the Records, which Consultant will make available during regular business hours of the District.
19. **Criminal Background Checks.** Consultant affirms that it has complied or will comply prior to the performance of any work for the District, with the requirements regarding criminal background checks as provided under Texas Education Code, Chapter 22. This law requires Consultant to obtain all criminal history record information on all persons to whom the law applies through the Texas Department of Public Safety (DPS) clearinghouse. This process includes fingerprinting in order to submit the individuals to a national

check. Consultant must certify to the District that the Consultant has received all criminal history record information on all persons, including the Consultant itself, and that there were no positive hits. The cost of this requirement is to be paid by the Consultant.

20. **Confidentiality and Ownership of Work.** Consultant understands and acknowledges that she will have access to confidential and proprietary information of the District and of Students. Consultant hereby covenants that she will protect and keep all such information confidential and shall not disclose such information except under order of a court competent jurisdiction. Consultant also understands that any work created by Consultant pursuant to this Agreement shall be and remain the sole property of the District and Consultant hereby relinquishes all rights to any such work.
21. **Sovereign Immunity.** The parties agree that the District has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
22. **Fairness Principle.** This Agreement is entered into and all students will be treated by the Consultant under this Agreement without regard to sex, race, color, religion, or handicap.
23. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by laws of the State of Texas.
24. **Venue.** Venue, in the event of a suit, is in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: [Signature] By: [Signature]

Date: 02/10/2011 Date: 2/24/11

[Signature] 2/12/11

**SCHEDULE 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**

Name of Consultant: **JENNIFER PAYNE**
Address: **3150 SANGER CREEK WAY
WAXAHACHIE, TX 75165**

Telephone: **214-766-8700**
Tax Identification or SS: **452-75-3247**
Licenses, Certifications and/or
Credentials (Copies must be attached):
Services to Be Provided: **OCCUPATIONAL THERAPY SERVICES TO BE PROVIDED TO MANSFIELD
ISD STUDENTS, UP TO 16 HOURS PER WEEK**
Prices and Payment: **\$50.00 PER HOUR + MILEAGE BETWEEN SERVICE SITES.**

The Consultant shall submit a written billing statement to the District. The written billing statement must identify the days on which the Consultant provided services hereunder to the District. For each day that the Consultant provided services to the District hereunder, the billing statement must also include a statement of the amount of time spent by the Consultant in performing services on that day and a summary of the nature and/or type of services provided on that day.

Upon verification of the information set forth in the Consultant's billing statement, the District shall, within 30 days pay Consultant for the services performed by the Consultant (as described and identified in the monthly billing statement), at the hour/day limit rate listed above.

THIS AGREEMENT FOR PROFESSIONAL SERVICES-INDEPENDENT CONTRACTOR ("Agreement") is made between MANSFIELD INDEPENDENT SCHOOL DISTRICT ("District") and the individual or entity identified as the consultant ("Consultant") in Schedule 1 which is attached hereto and made a part of this Agreement for all purposes.

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows.

1. **Parties:** The District is an independent school district organized in accordance with the laws of the State of Texas. The administrative offices of the District are located at 605 East Board Street, Mansfield TX 76063. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in the Agreement), is set forth as Schedule 1.
2. **Description of Services:** The District engages the Consultant to provide, and the Consultant agrees to provide the services ("Services") described in Schedule 1. The District shall designate the students in the District, for whom the Consultant shall provide Services hereunder, and the calendar time frames within which Services must be provided, however, the Consultant shall determine the specific days and times of the Consultant's Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described in Schedule 1. During the term of this agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.
3. **Payment for Services:** The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Schedule 1, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to the Agreement.
4. **Independent Contractor Relationship:** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT THE CONSULTANT UNDER THIS AGREEMENT SHALL NOT BE DEEMED TO BE AN EMPLOYEE, SERVANT, AGENT OR PARTNER OF THE DISTRICT OR TO HAVE ANY RELATIONSHIP WITH THE DISTRICT OTHER THAN THAT OF INDEPENDENT CONTRACTOR.
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6. **Materials and Supplies and Non-Reimbursement of Expenses:** The Consultant shall supply, at Consultants sole cost and expense, all materials and supplies necessary for the Consultant to perform services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including without limitation, business, and travel expenses) unless specifically agreed to in writing by the District.
7. **Tax Duties and Responsibilities:** The District shall not pay or withhold any Federal, State or Local taxes of any kind relating to payments made to Consultant for services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state, or local taxes relating to payments received by Consultant for performance of Services hereunder, including without limitation, Federal income tax, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.
8. **Benefits:** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in any benefits offered or provided by the District to its employees, including, without limitation, any person plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

9. **Insurance:** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules, and regulations; applicable insurance required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.
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12. **No Authority to Bind the District:** The Consultant has no authority to enter into contracts or agreements on behalf of the District or in any way to act for or on behalf of the District.
13. **Notice:** Any notice or other communication given in connection with this agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein either part may change its address stated herein by giving written notice of the change in accordance with the provisions of the Section.
14. **Assignments:** Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not be adding any or all of his or her rights, duties, or obligations hereunder to any other person without the prior written consent of the District.
15. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and neither party is relying upon any statements or representations other than are set forth in the Agreement.
16. **Modification and Non-Waiver:** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.
17. **Severability and Enforceability:** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.
18. **Audit of Records:** For the purpose of ascertaining the services rendered, Consultant will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Consultant from the student, all in a form acceptable to the District. The District and its authorized representatives may examine and audit the Records, which Consultant will make available during regular business hours of the District.
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23. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by laws of the State of Texas.
24. **Venue.** Venue, in the event of a suit, is in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

By: Judith Payne
 Date: 9/19/2011

MANSFIELD INDEPENDENT SCHOOL DISTRICT

By: [Signature]
 Date: 9/21/11

CA 9-19-11
 INITIAL HERE
 [Signature]

ADDENDUM TO APPLICATION

Confidential

The Mansfield Independent School District is required by state law to obtain criminal history record on all applicants for employment with the District (Texas Education Code Section 21.917). The information provided below is necessary to obtain criminal history information.

Full Name: Payne Jennifer Lyn
(Print) Last First Middle

Social Security No.: 452-75-3247 **Date of Birth:** 6/23/1985

Drivers License No.: 19588936

Sex: F **Ethnicity:** W

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

Jennifer Payne 9/19/2011
Signature Date

EXECUTIVE COUNCIL OF PHYSICAL THERAPY AND OCCUPATIONAL THERAPY EXAMINERS

Texas Board of Occupational Therapy Examiners
333 GUADALUPE Suite 2-510 Austin, Texas 78701-3942

RENEWAL CERTIFICATE

The Texas Board of Occupational Therapy Examiners hereby certifies this license has been renewed under the provisions of the Occupational Therapy Practice Act, Article 9851, for two years ending the last day of

06/30/2013

LICENSE NUMBER

112961

EXECUTIVE DIRECTOR

Jennifer Payne

This Renewal Certificate MUST be displayed with the Regular License

**SCHEDULE 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
INDEPENDENT CONTRACTOR**

Name of Consultant: **LEILANI SHORTES**
Address: **2706 PINNACLE DR.
BURLESON, TX 76028**

Telephone: **817-475-3358**
Tax Identification or SS: **449-83-4309**
Licenses, Certifications and/or
Credentials (Copies must be attached): **TEXAS OCCUPATIONAL THERAPY LICENSE**
Services to Be Provided: **OCCUPATIONAL THERAPY SERVICES TO BE PROVIDED TO
MANSFIELD ISD STUDENTS, UP TO 16 HOURS PER WEEK.**

Prices and Payment: **\$65.00 PER HOUR**

The Consultant shall submit a written billing statement to the District. The written billing statement must identify the days on which the Consultant provided services hereunder to the District. For each day that the Consultant provided services to the District hereunder, the billing statement must also include a statement of the amount of time spent by the Consultant in performing services on that day and a summary of the nature and/or type of services provided on that day.

Upon verification of the information set forth in the Consultant's billing statement, the District shall, within 30 days pay Consultant for the services performed by the Consultant (as described and identified in the monthly billing statement), at the hour/day limit rate listed above.

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For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows.

1. **Parties:** The District is an independent school district organized in accordance with the laws of the State of Texas. The administrative offices of the District are located at 605 East Board Street, Mansfield TX 76063. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in the Agreement), is set forth as Schedule 1.
2. **Description of Services:** The District engages the Consultant to provide, and the Consultant agrees to provide the services ("Services") described in Schedule 1. The District shall designate the students in the District, for whom the Consultant shall provide Services hereunder, and the calendar time frames within which Services must be provided, however, the Consultant shall determine the specific days and times of the Consultant's Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described in Schedule 1. During the term of this agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.
3. **Payment for Services:** The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Schedule 1, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to the Agreement.
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6. **Materials and Supplies and Non-Reimbursement of Expenses:** The Consultant shall supply, at Consultants sole cost and expense, all materials and supplies necessary for the Consultant to perform services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including without limitation, business, and travel expenses) unless specifically agreed to in writing by the District.
7. **Tax Duties and Responsibilities:** The District shall not pay or withhold any Federal, State or Local taxes of any kind relating to payments made to Consultant for services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state, or local taxes relating to payments received by Consultant for performance of Services hereunder, including without limitation, Federal income tax, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses or other payments required by law.
8. **Benefits:** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in any benefits offered or provided by the District to its employees, including, without limitation, any person plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

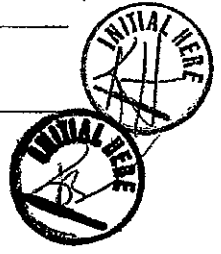
9. **Insurance:** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules, and regulations; applicable insurance required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.
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16. **Modification and Non-Waiver:** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.
17. **Severability and Enforceability:** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.
18. **Audit of Records:** For the purpose of ascertaining the services rendered, Consultant will prepare and maintain adequate records showing the date, time and place each student receives services and maintain any and all documents received by Consultant from the student, all in a form acceptable to the District. The District and its authorized representatives may examine and audit the Records, which Consultant will make available during regular business hours of the District.
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22. **Fairness Principle.** This Agreement is entered into and all students will be treated by the Consultant under this Agreement without regard to sex, race, color, religion, or handicap.
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24. **Venue.** Venue, in the event of a suit, is in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

By: *Lilomi Shortes, ORR*
 Date: 7-12-11

MANSFIELD INDEPENDENT SCHOOL DISTRICT ^{682 7-18-11}
 By: *[Signature]*
 Date: 7/26/11



ADDENDUM TO APPLICATION

Confidential

The Mansfield Independent School District is required by state law to obtain criminal history record on all applicants for employment with the District (Texas Education Code Section 21.917). The information provided below is necessary to obtain criminal history information.

Full Name: Shortes Leilani Spring
(Print) Last First Middle

Social Security No.: 449-83-4309 **Date of Birth:** 05-03-1975

Drivers License No.: 02658275

Sex: F **Ethnicity:** White

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

Leilani Shortes
Signature

7-12-11
Date



SERVICE AGREEMENT
BETWEEN
Mansfield ISD and
Prime HealthCare Staffing, Inc.

This Service Agreement is entered into, between Prime HealthCare Staffing, Inc. (hereinafter known as "Prime"), a supplier of temporary healthcare personnel, and Mansfield ISD (hereinafter known as "CUSTOMER") an organization needing temporary healthcare personnel, on this day of June 4, 2010.

Prime and CUSTOMER do hereby agree as follows:

1. CUSTOMER will notify Prime of the discipline and number of healthcare personnel needed, the start date, proposed end date and any other requirement for CUSTOMER'S staffing need.
2. Prime will utilize its best efforts to furnish CUSTOMER with qualified temporary healthcare professionals.
3. Prime will ensure that the temporary healthcare professional supplied to the CUSTOMER shall meet that CUSTOMER'S state's licensure requirements and shall meet accepted professional standards in order to perform the specific duties indicated by the CUSTOMER.
4. **Student Privacy:** Prime understands and agrees that in the course of rendering services to students, any medical or personal information learned by Prime about any person who is a student, or any family member of a student, is privileged information and is subject to all State and Federal laws which protect the rights of students or patients, including but not limited to the Family Education Rights and Privacy Act ("FERPA"). Prime agrees that the information learned by him/her about any student will not be divulged or discussed with any person other than those authorized personnel, or unless otherwise authorized or obligated by State and Federal Laws or other policies of the District. For the purposes of FERPA, temporary healthcare professionals provided by Prime under this Agreement are identified as school officials with a legitimate educational interest in the educational records of students served by the particular professional.
5. Prime shall maintain files on its healthcare employees containing:
 - a. A completed employment application including education, training, work history and recent work references.
 - b. A copy of employee's most current and original license, registration and/or certification.
 - c. Results from a criminal background check and drug screening and fingerprinting.
 - d. Evidence of a current TB test, physician statement of health, Hep B declination or acceptance.
 - e. A copy of an appropriate employee skills checklist.
 - f. A completed I-9 form and other documentation required to meet JCAHO standards.
6. CUSTOMER agrees to provide each temporary healthcare professional with at least one day minimum of orientation (to be considered a paid work day) which includes the CUSTOMER's risk management policies and procedures and work place injury reporting procedures.

7. **Prime and CUSTOMER** agree that each temporary healthcare professional assigned to **CUSTOMER** under this agreement will be an employee of the independent contractor **Prime HealthCare Staffing, Inc.** and are not employees of the **CUSTOMER**. **Prime** assumes all employer responsibilities such as withholding federal and state income taxes, social security taxes, unemployment and workers compensation insurance coverage and payment of all wages in return for services provided by its employees.
8. **CUSTOMER** and its affiliates agree that, during the term of this agreement, and for one year after its termination, other than through **Prime**, **CUSTOMER** and its affiliates, shall not utilize either directly or indirectly through another company or vendor, the services of any healthcare professional introduced to the **CUSTOMER** by **Prime**.

In addition, **CUSTOMER** agrees to notify **Prime** of its intention to hire any of the healthcare professionals introduced by **Prime** during the term of this agreement and for one year following its termination. **CUSTOMER** will not directly or indirectly attempt to hire **Prime's** employee until **Prime's** employee has completed a full time 6 month assignment (1040 hours) with **CUSTOMER**. At that time, should **CUSTOMER** so decide to hire **Prime's** employee directly, **Prime** will not charge customer any additional direct hire fees.

9. While the temporary healthcare professional is assigned to the **CUSTOMER** work-site, the **CUSTOMER** shall be solely responsible for the supervision and instruction of the temporary healthcare professional regarding services to be rendered, policies, procedures, **JCAHO** requirements, and all necessary safety procedures including but not limited to safety procedure and proper equipment handling. The **CUSTOMER** shall remain solely liable for the safe and supervised performance of the temporary healthcare professional entrusted to operate equipment.
10. **CUSTOMER** shall notify **Prime** immediately of any potential workplace injury or malpractice incident involving **Prime's** temporary healthcare professional.
11. **CUSTOMER** maintains the right, at its sole discretion, to require that any temporary healthcare professional it deems to be incompetent, negligent or engaging in misconduct to leave its premises immediately. **CUSTOMER** agrees to notify **Prime** of its action in a timely manner.
12. **CUSTOMER** shall immediately notify **Prime** of any unsatisfactory performance of its healthcare professional thereby allowing **Prime** to give performance counseling to its employee. If, after **Prime** has been notified and has had an opportunity to counsel employee, the temporary healthcare professional's performance has not been rectified, **CUSTOMER** may request, in writing, the removal of the employee. Upon such notification, **Prime** shall have the opportunity to provide a replacement temporary healthcare professional (if available) to complete the initial commitment of the removed temporary healthcare professional.
13. **Prime** agrees to obtain and maintain, during the term of this Agreement, extension or renewal, professional liability insurance in the minimum amounts of Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate coverage for any temporary healthcare professional **Prime** supplies under the terms of this Agreement. A Certificate of Insurance issued by the insurer showing that such insurance is in full effect will be supplied to the **CUSTOMER** upon request.
14. Early termination of an assignment, by **CUSTOMER**, for reasons other than those so noted in #11 above, requires a 30 day cancellation.
15. **Prime** shall invoice **CUSTOMER** weekly for any temporary healthcare professionals supplied to the **CUSTOMER**. The terms of payment are net thirty (30) from the invoice date. Any outstanding balances not paid within thirty (30) days of the invoice date shall be subjected to a late payment charge of 1.5% per month, 18% annual rate or such lesser amount as necessary to ensure that such late charges do not exceed the maximum allowable by law.

16. The CUSTOMER agrees to remunerate Prime according to the bill rates established prior to placement of Prime's healthcare employee and noted on each individual Assignment Confirmation. Quoted bill rates will remain in effect for the entire length of the assignment which is also noted on the Assignment Confirmation. All obligations shall be due and payable in at Prime HealthCare Staffing, Inc., 27240 Haggerty Rd, Ste. E-15, Farmington Hills, Michigan, 48331.
17. CUSTOMER further agrees that its responsibility to pay Prime for the temporary healthcare professional provided is separate and distinct from its ability to collect payment for such healthcare professional's services from the patients, Medicare, Medicaid, and/or any other insurance program or responsible party.
18. If this Agreement is determined to be subject to the provision of Section 952 of P.L. 96-199, which governs access to books and records of subcontractors of services to Medicare providers where the cost or value of such services under contract exceeds ten thousand dollars (\$10,000) over a twelve (12) month period, then Prime agrees to permit representatives of the Department of Health and Human Services and of the Comptroller General to have access to this Agreement, books, documents and records of Prime, as necessary to verify the costs of this Agreement, in accordance with the criteria and procedures contained in federal regulations.
19. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties. This Agreement may not be assigned by either party without the written consent of the other party.
20. The validity and interpretation of any terms or provisions of this Agreement or of the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Venue, in the event of a suit, is in Tarrant County, Texas.
21. Sovereign Immunity: Prime agrees that Mansfield ISD has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
22. In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of the Agreement shall remain in full force and effect.

Prime HealthCare Staffing, Inc.
27240 Haggerty Rd, E-15
Farmington Hills, MI 48331

Mansfield ISD
605 E. Bread St.
Mansfield, TX 76063-1766

By: Kristi Pauley
Title: Account Manager
Date: 6/4/10

By: [Signature]
Title: Superintendent
Date: 6/7/10

Ramos, Cynthia

From: Long, Michelle
Sent: Monday, August 01, 2011 8:58 AM
To: Heath, Kyle; Ramos, Cynthia
Cc: Bragiel, Carmelynn
Subject: Customer Assignment Confirmation
Attachments: DANA HARRINGTON.pdf



Attached is a Customer Assignment Confirmation from Prime Healthcare for Dana Harrington, Speech Pathologist. We have numerous Speech Therapists that will be out on maternity leave throughout the upcoming school year and will need Mrs. Harrington to cover their caseloads so that we remain in compliance with student IEP's.

Thank you, and feel free to contact me if you have any questions or if there is anything else that I may assist with.

Michelle Long
Mansfield ISD
Secretary to Director of
Special Education
1016 Magnolia Street
Mansfield, TX 76063
817-299-4304 (Office)
817-473-5748 (Fax)
michellelong@misdmail.org

"The mission of the Mansfield ISD Special Education Department is to provide and support customized educational opportunities for students, parents, and staff."

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**CUSTOMER
ASSIGNMENT CONFIRMATION**

Employee Name: Carol Rochon
Type of Therapist: SLP-CCC
Facility Name: Mansfield ISD
Facility #1 Address: TBD
Contact Name: Tracey Warren
Phone Number: 817-299-4327
Hourly Bill Rate: \$59.00 per hour
Mileage reimbursed between service sites
48.5 cents per mile
Assignment Dates: September 26, 2011-June 1, 2012
Requested Days off: TBD
Work Schedule: TBD-(15 to 25 hours per week)
Approved By: Carmelynn Bragiel

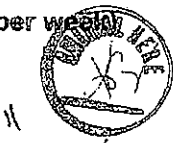


Customer Signature



Prime HealthCare Staffing

CB 6-28-11



7/6/11

Date



6/28/11

Date

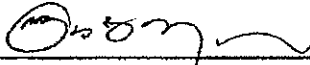


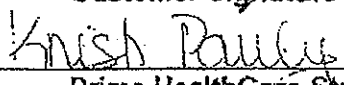
CUSTOMER
ASSIGNMENT CONFIRMATION

Employee Name: Dana Harrington
Type of Therapist: SLP-CCC
Facility Name: Mansfield ISD
Facility #1 Address: TBD
Contact Name: Tracey Warren
Phone Number: 817-299-4327
Hourly Bill Rate: \$59.00 per hour
Mileage reimbursed between service sites
48.5 cents per mile
Assignment Dates: August 15, 2011-June 1, 2012

Work Schedule: Monday-Friday 7:30-3:30pm
(total work hours=37.5)

Approved By: Carmelynn Bragiel 8-1-11



Customer Signature


Prime HealthCare Staffing

8/8/11

Date
7/27/11

Date

