



**Professional Services Agreement between**  
Crosby ISD **and Specialized Assessment & Consulting, LLC**  
**(Employer ID# 20-2533103)**

**Definitions:** As used in this Agreement (defined below), the following terms have the following meanings:

1. “Agreement” means this Professional Services Agreement.
2. “Contractor” means Specialized Assessment & Consulting, LLC, a Texas limited liability company.
3. “Services” means the services to be provided by Contractor under this Agreement, as requested by Client through Contractor’s electronic system, email, or other written means and as accepted by Contractor in writing.
4. “Worker” or “Workers” refers to workers provided by Contractor to perform the Services.
5. “Client” means Crosby ISD.

Other terms defined herein have the meanings so given to them.

**Terms:**

1. **Agreement:** This Agreement represents the agreement between Client and Contractor to facilitate the provision of the Services to Client.
2. **Location of Services:** Services will be performed at location(s) designated by Client and approved by Contractor.
3. **Description of Services:** Contractor shall provide Services as requested by Client from time to time as mutually agreed to by the parties. The Client is responsible for making the request to Contractor for any needed Services. Services will be delivered at Contractor's discretion based on the availability of Workers.
4. **Term:** The Agreement shall be effective from 09/01/2024 to 08/31/2025 (the “Term”), unless otherwise agreed to in writing by the parties.
5. **Conflicting Terms:** Under no circumstances will the provisions of any order request, acknowledgement, invoice or other document modify, alter or amend the terms of this Agreement and Contractor hereby expressly rejects such provisions. Contractor expressly disclaims any unilateral terms and conditions contained in Client’s documentation.
6. **Representations and Warranties:** Contractor hereby represents and warrants to Client that all Services will be performed in accordance with all applicable state and federal

laws. THIS WARRANTY IS SOLE AND EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING FROM COURSE OF DEALING AND USAGE OF TRADE.

7. **Client Obligations:** Client shall: (a) cooperate with Contractor in all matters relating to the Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement; (b) provide access to Client's premises and such office accommodation and other facilities as may reasonably be required by Contractor; and (c) respond promptly to any Contractor request to provide direction, information, approvals, or decisions that are reasonably necessary for Contractor to perform the Services.
8. **Compensation and Invoices:** For payment for the performance of all Services, Client shall pay Contractor for the Services requested in accordance with the rates set forth on Exhibit A, attached hereto. Contractor shall submit a documented and itemized invoice to Client. Client shall pay the invoice within thirty (30) days of receipt of said invoice. The Contractor may suspend Services if all amounts have not been paid within sixty (60) days of Client's receipt of such invoice, and the Client has not notified the Contractor in writing of a discrepancy or clarification. In the event Contractor determines that a credit is due to the Client, the Contractor will apply the credit to the next invoice for Services, unless otherwise requested by the Client in writing.
9. **Cancellation – No Show Policy:** One (1) hour may be billed at the Worker's hourly rate set forth in Exhibit A for a scheduled Service request that is canceled with less than twenty-four (24) hours' notice. This includes absent students with no prior notification.
10. **Taxes:** Contractor shall be responsible for the payment of compensation to its Workers, including, if applicable, the payment and withholding of income taxes, social security and other payroll taxes, and the payment of employment insurance, workers' compensation insurance, and disability insurance for its Workers who are considered its employees. Workers may include subcontractors of Contractor. For the avoidance of doubt, except with respect to the payment of compensation, Contractor will not be responsible for any of the foregoing payment and/or withholding obligations for any of its Workers who are classified as independent contractors. Upon request, Contractors will provide Client with the classification of each Worker that is providing Services pursuant to this Agreement.
11. **Independent Contractor Relationship:** Contractor will be acting as an independent contractor in performing Services under this Agreement and is not an agent, servant, employee or representative of the Client. For the avoidance of doubt, Client shall determine the Services to be provided by Contractor, but Contractor shall determine the legal means, method, and manner by which Contractor accomplishes the Services in accordance with this Agreement.

12. **No Exclusivity:** Contractor retains the right to perform the same or similar type of Services for third parties during the Term of this Agreement.
13. **Non-Solicitation:** Client agrees that during the Term of this Agreement or for a period of one (1) year thereafter, it will not directly or indirectly, in any manner solicit, induce or encourage for employment any of Contractor's Workers who have worked for Client under this Agreement and/or rendered any of the Services to Client without prior written approval of Company; provided, however, that general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 13. As used herein, the term "solicit, induce or encourage" includes, but is not limited to, (a) initiating communications with Contractor's Workers relating to possible employment or (b) offering bonuses or additional compensation to encourage Contractor's Workers to terminate their employment with Contractor's Workers and accept employment with Client.
14. **Licenses:** Workers provided by Contractor have represented to Contractor that they maintain an appropriate active license or certification. Upon request, the applicable license or certification of any Worker rendering Services to Client shall be provided to the Client.
15. **Background Checks:** In compliance with Chapter 22 of the Texas Education Code, Client will be required to obtain the criminal history results of Contractor's Workers from the Texas Department of Public Safety FACT Clearinghouse. Contractor may assist in obtaining release forms in connection with the same when requested by the Client.
16. **Termination:** This Agreement can be terminated by either party, with or without cause, with thirty (30) days advance written notice. Notwithstanding the foregoing, upon forty-eight (48) hours' written notice, Contractor may, at its sole discretion, terminate this Agreement if Client (i) fails to make timely payments for invoices provided by Contractor, (ii) requests Contractor (or its Workers) to perform or act in a way against any local, county, state, or federal law or professional code of conduct, (iii) acts in any way that may be considered negligent or deceitful toward Contractor or any of its employees, or agents, or (iv) breaches this Agreement.
17. **INDEMNIFICATION:** CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR, ITS AFFILIATES AND SUBCONTRACTORS, AND EACH OF ITS AND THEIR OFFICERS, DIRECTORS, PARTNERS, JOINT VENTURERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, , LOSSES OR LIABILITIES, OF EVERY KIND AND NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ACTUAL ATTORNEYS' FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE PROVIDERS ("CLAIMS") ARISING OUT OF OR IN CONNECTION WITH (I) ANY BREACH BY CLIENT OF THE TERMS OF THIS AGREEMENT, (II)

THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT, AND/OR (III) ANY VIOLATION OF APPLICABLE LAW BY CLIENT. THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION SHALL SURVIVE AFTER THIS AGREEMENT IS TERMINATED. SUCH INDEMNITY PROVISIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF ANY PASSIVELY NEGLIGENT ACT, WILLFUL MISCONDUCT, OR OMISSION OF CONTRACTOR, OR ITS AGENTS, EMPLOYEES, OR WORKERS.

18. **Waiver of Consequential Damages:** NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, CONTRACTOR SHALL NOT BE LIABLE TO CLIENT UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, PROFESSIONAL LIABILITY, CONTRIBUTION, OR ANY OTHER CAUSE OF ACTION, FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, REVENUES, FINANCING, BONDING CAPACITY, OR BUSINESS INTERRUPTIONS.
19. **Limitation of Liability:** Notwithstanding anything herein to the contrary, the maximum liability of the Contractor and its officers, agents, and employees for any and all claims, causes of action, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or related to the Services under this Agreement, from any cause or causes, shall not exceed the aggregate payments received by Contractor for the Services under this Agreement.
20. **Arbitration:** Any and all disputes arising under or relating to the terms and conditions of this Agreement are subject to mandatory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. All parties shall be liable for their own costs and attorney's fees, unless an award for such costs and attorney's fees is granted in favor of a party by the arbitration board.
21. **Integration:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between the parties with respect thereto.
22. **Governing Law:** This Agreement shall be enforced, governed by, and construed in accordance with the laws of the State of Texas. The parties agree that any arbitration

conducted in accordance with section 22 must be brought with an AAA arbitration board in Harris County Texas.

23. **Severability:** If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
24. **Confidential Information:** During the Term of this Agreement, Contractor may grant to Client a nonexclusive right to access certain proprietary materials of Contractor, including but not limited to trademarked names, slogans or phrases, logos or graphic designs, promotional materials, admission records, fundraising or financial development plans, and other confidential financial, proprietary or intellectual property of Contractor from Client (collectively, "Confidential Information"). By way of illustration, but not limitation, Confidential Information includes trade secrets, processes, data, know-how, negative know-how, improvements, discoveries, developments, designs, inventions, techniques, strategies, licenses, client and prospect lists, supplier lists, data processing programs, and any modifications or enhancements thereto, specifications, promotional ideas, sales and marketing information, employee terms of employment, (whether in written or physical or machine readable form) which may be useful or have actual or potential economic value to Contractor. Client shall not disclose any of Contractor's Confidential Information, directly or indirectly, during or after the term of this Agreement and for five (5) years following termination hereof. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All of Contractor's Confidential Information shall remain the exclusive property of Contractor and shall be destroyed or returned to Contractor immediately upon termination of this Agreement. The terms of this Section 24 shall survive the termination of this Agreement.
25. **Excused Delay:** Except with respect to Client's payment obligations, neither party will be liable for damages resulting from delays or non-performance, resulting from events beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters (such as earthquakes), unusually severe weather conditions, acts of governmental authorities, terrorist threats, hostilities, pandemics, epidemics, supply chain shortages, strikes, labor stoppages or slowdowns, material shortages or other industrial disturbances, criminal acts by another party, or other uncontrollable causes, provided that the affected party has made and is making reasonable efforts to (a) cure the cause of the delay and (b) mitigate the effects of the delay or non-performance. The affected party shall give written notice to the other party as soon as reasonably practicable after it becomes aware of the event giving rise to the delay.
26. **Counterparts:** This Agreement may be executed by the parties in any number of counterparts, each of which will be deemed an original instrument, but all of which together will constitute but one and the same agreement. Notices and documents, including this Agreement, delivered by fax or other form of electronic transmission will be sufficient for purposes of binding the sending party and such facsimile signature shall have the same force and effect as the original ink signature.


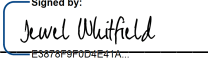
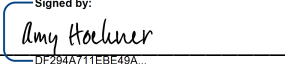
27. **Construction and Effect:** The failure by Contractor at any time to enforce or to require strict compliance or performance by Client with any of the provisions of this Agreement shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof. The article and section headings used herein are used solely for convenience. Any exhibits referred to herein are made a part of the Agreement by reference, provided that in the event of a conflict between the terms of such exhibit or any other document incorporated herein, and the terms of this Agreement, the terms of this Agreement shall govern. No amendment, supplement or modification of this Agreement will be binding upon the parties unless executed in writing by all parties.
28. **Assignment:** Neither party may assign any rights, or delegate or subcontract any obligations, under this Agreement without the other party's prior written consent.

*[Signature Page Follows]*





### Signatures:

<p>Approved by: <u>Paula Patterson</u></p> <p>Title: <u>Superintendent</u></p> <p>Signature: </p> <p>Date: <u>8/26/2024</u></p>	<p><b>Specialized Assessment &amp; Consulting, LLC</b></p> <p>Approved by: <u>James Hitchcock</u></p> <p>Title: <u>CEO</u></p> <p>Signature: </p> <p>Date: <u>06/10/2024</u></p>
<p>Approved by: <u>Jewel Whitfield</u></p> <p>Title: <u>Assistant Superintendent of Administration</u></p> <p>Signature: </p> <p>Date: <u>8/26/2024</u></p>	
<p>Approved by: <u>Amy Hoehner</u></p> <p>Title: <u>Director of Special Education</u></p> <p>Signature: </p> <p>Date: <u>8/26/2024</u></p>	

(Approval by Crosby ISD Board of Trustees on August 19, 2024.)

## Exhibit A (24-25)

***IMPORTANT: Services may be provided virtually for the same rate if requested.***

FLAT-RATE EVALUATION SERVICES	
<p><b>Psycho-educational Evaluation:</b></p> <p>Includes all FIE components: All cognitive processing and academic achievement, oral language (if needed), dyslexia, dysgraphia, dyscalculia, classroom observation for SLD, formal adaptive behavior (if the area of the concern is ID), parent/teacher information, full and individual evaluation (FIE) report, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s).</p>	<p>\$1,155</p>
<p><b>Bilingual Spanish Psycho-educational Evaluation:</b></p> <p>For students who require testing in Spanish and/or English and require expertise in the evaluation of culturally and linguistically diverse students. Includes all FIE components including: All cognitive processing and academic achievement, oral language, dyslexia, classroom observation for SLD, formal adaptive behavior (if the area of the concern is ID), parent/teacher information, full and individual evaluation (FIE) report, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s).</p>	<p>\$1,820</p>
<p><b>Additional Components for Psycho-educational Evaluations:</b></p> <ul style="list-style-type: none"> <li>● Additional second language testing for languages other than Spanish</li> <li>● Consultation with interpreters or outside agencies</li> </ul>	<p>Monolingual \$96/Hour</p> <p>Bilingual \$103/Hour</p>



<p><b>Psychological Evaluation:</b></p> <p>When there are emotional or behavioral factors with eligibility including emotional disturbance, autism, and other health impaired due to ADHD. Includes gathering information from parents and school staff, interviews, observation, scoring and interpreting rating scales, recommendations, writing reports, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). This does not include an FIE report.</p>	<p>\$1155</p>
<p><b>Bilingual Spanish Psychological Evaluation:</b></p> <p>When there are emotional or behavioral factors with eligibility including emotional disturbance, autism, and other health impaired due to ADHD. For students who require testing in Spanish and/or English and require expertise in the evaluation of culturally and linguistically Diverse students. Includes gathering information from parents and school staff, interviews, observation, scoring and interpreting rating scales, recommendations, writing reports, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). This does not include an FIE report.</p>	<p>\$1255</p>
<p><b>Additional Components for Psychological Evaluations:</b></p> <ul style="list-style-type: none"> <li>● BIP or IEP development</li> <li>● Consultation with interpreters or outside agencies</li> <li>● Related services counseling evaluation</li> <li>● Formal functional behavioral assessment</li> <li>● Additional rating scales or documentation for OHI Eligibility</li> <li>● ADOS testing for AU</li> </ul>	<p>Monolingual \$96/Hour</p> <p>Bilingual \$103/Hour</p>

<p><b>Speech and Language Evaluation:</b></p> <p>Includes articulation, language, voice, fluency or AT eval, or a combination of these areas. Also includes gathering information from parents and school staff, report writing, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). This does not include an FIE report. If additional assistive technology evaluation is required it will be billed hourly.</p>	<p>\$550</p>
<p><b>Bilingual Speech and Language Evaluation:</b></p> <p>Testing in Spanish and/or English. Includes articulation, language, voice, fluency or AT eval or a combination of these areas. Also includes gathering information from parents and school staff, report writing, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). This does not include an FIE report. If additional assistive technology evaluation is required it will be billed hourly.</p>	<p>\$870</p>
<p><b>Speech and Language Evaluation FIE:</b></p> <p>Includes articulation, language, voice, fluency or AT eval, or a combination of these areas, where speech impairment is the only eligibility and includes an FIE report. Also includes gathering information from parents and school staff, entering the report into an electronic system such as EasyIEP or ESpe, and reviewing results with parent(s). If additional assistive technology evaluation is required it will be billed hourly.</p>	<p>\$725</p>
<p><b>Bilingual Speech and Language Evaluation FIE:</b></p> <p>Testing in Spanish and/or English. Includes articulation, language, voice, fluency or AT eval or a combination of these areas, where speech impairment is the only eligibility and includes an FIE report. Also includes gathering information from parents and school staff, entering the report into an electronic system such as EasyIEP or ESped, and reviewing results with parent(s). If additional assistive technology evaluation is required it will be billed hourly.</p>	<p>\$1,045</p>

<p><b>Occupational Therapy Evaluation:</b> Includes fine motor, handwriting, sensory processing, transitioning and assistive technology considerations. Also includes teacher and parent information, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). If additional assistive technology evaluation is required, it will be billed hourly.</p>	<p>\$565</p>
<p><b>Physical Therapy Evaluation:</b> Includes gross motor, functional assessment, transitioning and assistive technology considerations. Also includes teacher and parent information, entering the report into an electronic system such as EasyIEP or ESped and reviewing results with parent(s). If additional assistive technology evaluation is required it will be billed hourly.</p>	<p>\$565</p>

**HOURLY RATE SERVICES**

**All direct and indirect services are billable.** Examples of billable hourly services include, but are not limited to:

- ARD, IEP or REED meetings (1 Hour Minimum)
- Additional rating scales or documentation for OHI Eligibility
- Additional assistive technology evaluation
- BIP or IEP development
- Client-requested trainings
- Consultation with parents, teachers, school staff or other professionals
- Consultation with interpreters
- Consultation with outside agencies
- Documentation for Medicaid billing
- Formal Functional Behavioral Assessments
- Related service counseling evaluations
- Related services (Direct and Indirect)
- Second language evaluation for languages other than Spanish
- Service logs and documentation
- Staffing's and other meetings
- Supervision of SLPAs and/or COTAs (billed at the rate of the supervisor and the supervisee). Hours will vary but at a minimum will meet licensing requirements.
- Other work as agreed upon by the Client and Specialized Assessment & Consulting, LLC.

School Psychologist	\$96 per hour
Bilingual Spanish School Psychologist	\$103 per hour
Educational Diagnostician	\$90 per hour
Bilingual Spanish Educational Diagnostician	\$95 per hour
Speech-Language Pathologist	\$96 per hour
Bilingual Spanish Speech-Language Pathologist	\$103 per hour
Speech Language Pathology Assistant	\$70 per hour

Speech Language Pathology Clinical Fellow <i>with district provided supervision</i>	\$70 per hour
Speech Language Pathology Clinical Fellow <i>without district provided supervision</i>	\$75 per hour
Occupational Therapist	\$90 per hour
Certified Occupational Therapy Assistant	\$70 per hour
Physical Therapist	\$90 per hour
Physical Therapy Assistant	\$70 per hour
Licensed Professional Counselor	\$90 per hour
Licensed Clinical Social Worker	\$90 per hour
Board Certified Behavior Analyst	\$128 per hour
Deaf/Hard of Hearing Teacher	\$128 per hour
Teacher of Visually Impaired	\$128 per hour
Orientation and Mobility Specialist	\$128 per hour
Music Therapist	\$128 per hour
Special Education Teacher	\$75 per hour
Special Education Paraprofessional	\$35 per hour
Dyslexia Teacher	\$75 per hour

Adaptive PE Teacher	\$75 per hour
Special Education Nurse - LVN	\$67 per hour
Special Education Nurse - RN	\$78 per hour
Audiologist	\$84 per hour

**ADDITIONAL SERVICES**

<b>American Sign Language Interpreter:</b> Interpreting and translation services, utilizing American Sign Language and other tactual communication.	\$70 per hour
<b>Interpreter Services:</b> Translation of verbal communication between two languages.	\$75 per hour
<b>Translation:</b> Translating a written evaluation report into another language. Billed per translated word.	\$0.16 per translated word

**ADDITIONAL TERMS**

**Cancellation - No Show Policy:** 1 hour may be billed at the provider’s hourly rate for a scheduled service request that is canceled with less than 24 hours’ notice. This includes absent students with no prior notification.