

## **Professional Services Contract**

**THIS PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made and entered into by and between the Greenbelt Shared Service Arrangement (“SSA”), 601 West 7<sup>th</sup> Street, Quanah, TX 79252, on behalf of its member districts, and Tina Latimer, 400 Avenue C NE, Childress, TX 79201

**WHEREAS**, the SSA desires to contract with Tina Latimer to perform services as outlined in Section I, in this Contract;

**WHEREAS**, the SSA has determined that such services are in support of its educational objectives;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

### **I. SERVICES TO BE PROVIDED BY PROVIDER:**

Provider agrees to provide to the SSA:

- **Contractor agrees to provide to SSA, as required by SSA, and student individual educational plans (IEPs) Physical Therapy Services.**
- **Contractor will participate in screenings, staffing and interdisciplinary assessment as scheduled.**
- **Contractor shall provide Physical Therapy evaluations, treatments, consultations, documentation, setup/cleanup of treatment areas, and participate in relevant Individual Education Plans and related meetings.**
- **Contractor agrees to institute appropriate procedures for safeguarding such information obtained in providing the Services, including, but not limited to, student identifying information.**
- **Contractor agrees to submit a copy of its current licensure as a Certified Physical Therapist.**
- **Contractor will also agree to a background check to be completed by SSA.**

### **II. SERVICES TO BE PROVIDED BY THE SSA:**

The SSA agrees to provide to Provider:

- **All services provided shall occur in a natural environment, including but not limited to: classroom, playground, therapeutic treatment areas. Any exceptions must have the prior written approval of SSA.**
- **SSA will provide access and training for ESPED and Medicaid reimbursement programs.**

### III. TERM OF CONTRACT

The term of this Contract shall be from Sept. 5, 2017 through June 1, 2018; however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

### IV. TERMINATION

***Without Cause.*** Either party may terminate this contract without cause on thirty (30) days written notice. Provider shall be entitled to any compensation due, up to the effective date of termination.

***For Cause.*** Should a party believe that the other party is in breach of this Contract, the party alleging the breach (the “Non-breaching Party”) agrees to inform the other party (the “Breaching party”) in writing of the facts detailing the alleged breach. Following receipt of the notification of the notice of breach, the Breaching party shall have seven calendar days to cure the alleged breach. Should the breach not be cured within the seven-day period, the Non-breaching Party may terminate the contract immediately upon the expiration of the cure period.

### V. COMPENSATION

For and in consideration of the services to be provided by Provider under this Contract, the SSA will pay Provider **upon submission of an original invoice(s)** in a total amount not to exceed **\$5,800 per month for 9 months (this includes travel)**. Unless earlier terminated, payments shall be made according to the following schedule:

Payments will be made on a monthly basis after receipt of an invoice of actual services provided for that previous month. Contractor will provide a billing invoice for students served that month. Payment will be made on the 25th of each month.

- Original invoices should be sent for processing to the Special Education Director’s Office.
- Upon receipt by the Special Education Director’s Office, the invoice will be processed for payment within thirty (30) days of its receipt.

In the event the contract is terminated prior to the end of the stated term, payments will only be made to the extent that work has been performed prior to termination.

### VI. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Provider is a separate legal entity from the SSA and that it will NOT be deemed for any purposes that Provider is an employee or agent of the SSA.

Provider assumes full responsibility for its actions while performing any services incident to this Contract, and shall remain solely responsible for the fulfillment of her responsibilities as outlined in Section I above and the payment of her income taxes and any other like requirements and obligations.

Nothing in this Contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.

## **VII. CONTROL OF MEANS AND METHODS TO PROVIDE THE SERVICES**

The Parties agree that Provider:

1. Shall have sole discretion to determine the means of providing the Services as outlined in Section I above;
2. Agrees to provide the Services in a manner that reasonably permits the SSA to meet applicable financial and educational deadlines as set by state and/or federal authorities;
3. Shall provide her own tools to accomplish the Services at no additional cost to the SSA;
4. Is free to make her services available to other school districts and to contract with other school districts to provide services identical to the Services provided for herein; and
5. Shall be responsible for receiving all training necessary to provide the Services.

## **VIII. NO WAIVER OF IMMUNITY**

The SSA does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Contract and performance of the functions or obligations described herein.

## **IX. AUTHORIZATION OF CONTRACT**

Each party represents and warrants to the other that the execution of this Contract has been duly authorized, and that this Contract constitutes a valid and enforceable obligation of such party according to its terms.

## **X. NO WAIVER**

No waiver of a breach of any provision of this Contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

## **XI. NOTICE**

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Tina Latimer  
400 Ave. C NE  
Childress, TX 79201

To: Greenbelt SSA Attn: Rusty Brawley  
Director of Special Education Services  
405 South Main Str.  
PO BOX 150  
Quanah, TX 79252

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

## **XII. NO ASSIGNMENT**

No assignment of this Contract or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

## **XIII. GOVERNING LAW**

This Contract, and the rights and duties of the parties under it, are governed by the laws of the State of Texas. Venue for any dispute relating to terms and conditions of this Contract shall be brought in the state and federal courts having jurisdiction in the county in which the District's central offices are located.

Provider agrees to comply with all Federal and state laws, executive orders, regulations, applicable guidelines, and policies governing the SSA's special education programs and services, as they pertain to the delivery of physical therapy services and supports, as outlined by the Individuals with Disabilities Education Improvement Act ("IDEIA"), as amended in 2004, and its regulations. Provider also agrees to comply with all executive orders, regulations, applicable guidelines, and policies relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

#### **XIV. REPORTS**

SSA and Provider agree that Provider shall furnish student reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of the SSA.

#### **XV. INDEMNITY**

Provider shall hold the SSA and its past and present and future trustees, officers and employees harmless and shall indemnify all such parties against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party, occurring or in any way incident to, arising out of, or in connection with any acts of Provider and its agents, employees, and subcontractors done in connection with this Contract. Nothing in this Contract shall be construed to create a claim or cause of action against the SSA for which it is not otherwise liable, nor to waive any immunity or defense to which the SSA may be entitled nor to create an impermissible deficiency debt of the SSA.

#### **XVI. CRIMINAL HISTORY BACKGROUND CHECK**

Provider agrees to provide the SSA confirmation that she has passed a criminal history background check current within the last year.

#### **XVII. RELEASE OF INFORMATION**

Unless required by law, the existence and terms of this Contract may not be disclosed by Provider to any third party without the prior written consent of the SSA. Provider may not publish or use any publicity materials relating to this Contract or use the SSA's name without the consent of the SSA.

#### **XVIII. RECORDS RETENTION AND AUDITS**

SSA or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to SSA student evaluations, reports, ARD documentation, Progress Reports and Notes, and any other documentation pertaining to the provision of Physical Therapy Services to the SSA relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract.

#### **XIX. STUDENT RECORDS**

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act.

**XX. TEXAS PUBLIC INFORMATION ACT**

In the event that the SSA is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to the SSA and the SSA shall have the right to release such information and records.

**XXI. COMPLETE UNDERSTANDING**

This Contract shall constitute the complete understanding of Provider and the SSA, and may not be modified in any manner without the express written consent of both parties. By signing the Contract, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider's family and the District.

Executed in Childress County, Texas, on Aug 16, 2017.

Tina Latimer  
Contractor – Printed Name

Tina Latimer 8-16-17  
Contractor – Signature Date

Justy Brasley 8-16-17  
Greenbelt SSA Date  
Special Education Director

\_\_\_\_\_  
Board President Date  
Quanah Independent School District