



MANSFIELD INDEPENDENT SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT

The Mansfield Independent School District, hereinafter referred to as “District,” and independent contractor _____, hereinafter referred to as “Consultant,” enter into a contract for the provision of services.

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the services as described in Addendum A. All dates, time, and locations shall be stated therein.

2. District agrees to pay Consultant a fee as per Addendum B compensation for services rendered. Unless specifically agreed to in writing, expenses for transportation, lodging, meals, and materials are incurred by the consultant. **All reimbursements for expenses, which are agreed to in writing, associated with consultant services shall be made in accordance with the MISD TRAVEL EXPENSE GUIDELINES FOR CONSULTANT SERVICES.**

Consultant shall not be paid in advance. All fees shall be paid **after** the activity is completed and required documentation, **including invoice**, is turned in to the Business Office. It is the intent of the school district to pay all invoices as promptly as possible; however, by acceptance of a district purchase order you have agreed to the 45 day payment policy. All invoices are submitted to the Accounts Payable Department.

3. This agreement shall be in effect according to the approved request for proposal unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, services actually provided, or materials actually provided, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

District may terminate this contract if funds sufficient to pay obligations hereunder are not appropriated by the MISD Board of Trustees. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

4. Consultant may not assign this contract to a third party without the written consent of the District. Consultant must complete the **Contractor Certification** form required by Texas Education Code Sec. 22.0834(d) and conduct a national criminal history record information review as required by Sec. 22.0834, at the Consultant’s expense, of all employees employed under this contract, except District employees and current Texas State Certified teachers. No employee of Consultant with a disqualifying conviction shall be allowed by Consultant or District to perform services under the terms of this Agreement for District.

Consultant is not an employee of District, and is not entitled to fringe benefits, pension, workers compensation, retirement or unemployment compensation. District shall not obtain or maintain any insurance for or on behalf of Consultant. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the

responsibility of Consultant.

5. Consultant agrees to hold District harmless from any and all liability incurred by District by reason of Consultant's negligence or breach of contract, including, without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.

5. a. (FERPA) As a Consultant 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 may be necessary for the Consultant to preview and be provided access to the "educational records" (as 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 hereafter. 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. Consultant hereby covenants that the confidential and proprietary information of the District and student will be protected. Consultant shall 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.

5. b. (HIPAA Compliance) The parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 142 (the "Federal Security Regulations"). The parties agree not to use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA or regulations promulgated under HIPAA including without limitation the Federal Privacy Regulations and the Federal Security Regulations. The parties will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. Consultant will promptly report to District any use or disclosure of a patient's Protected Health Information not provided for by this Agreement or in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of which Consultant becomes aware. Consultant will make its internal practices, books, and records relating to the use and disclosure of a patient's Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations and the Federal Security Regulations. Notwithstanding, the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Consultant by virtue of this subparagraph.

This Agreement, including attachments hereto, all of which are incorporated herein by reference, constitutes the entire understanding and agreement of the parties, whether written or oral, with

respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties. Unless an agreement is made, in writing, that alters this page, any query brought forward questioning the order of precedence relating to any written agreements between the parties, this contract will supersede all others including any attachments.

6. MEDIATION: Either party to this Agreement may demand non-binding mediation of any claim, dispute, or other matter in contest between the parties and arising under, out of, or related to this Agreement. All such demands shall be in writing. In the case of claims by Consultant against the District, no such demand shall be made until the complaint procedure found in District's board policy GF(LOCAL) has been fully exhausted regarding the contested matter.

Unless waived by the District in writing, the following are conditions precedent to the institution of civil proceedings by the consultant against the District concerning a contested matter arising under, out of, or related to this Agreement: (1) full exhaustion of claims through the District's complaint procedure described in policy GF (LOCAL); and (2) a written demand by the consultant for mediation.

Following the full exhaustion of claims through the complaint procedure found in District's board policy GF (LOCAL) and upon receipt by District of consultant's written demand for mediation, District may, at its option, either proceed with non-binding mediation of the dispute, or provide written notice to the consultant of the District's decision to waive its right to compel such mediation.

If the District waives its right to compel mediation, then consultant is at liberty to pursue its civil remedies, if any. Mediation under this paragraph shall take place before a neutral third party, agreed to by the parties. If the parties cannot agree on the neutral party, each shall nominate a mediator, and the two mediators so nominated shall agree on a third party neutral. The mediation shall proceed before the neutral third party under rules mutually agreeable to the parties and the mediator. Each party will bear its own expenses of mediation. The cost of the third party neutral shall be borne equally by the parties. Failure of the mediator to resolve issues acceptable to all parties within 15 days of the mediation shall allow either party to pursue its civil remedies. Contractor and District agree that venue, in the event of a suit, is in state courts of Tarrant County, Texas.

7. Contractor shall procure and maintain all insurance specified by District prior to beginning performance under this Agreement, during the full term of this Agreement, and beyond the term of this Agreement if required by District. Copies of all policies and endorsements, as well as proof of insurance on a properly executed certificate of insurance shall be provided to District at least five (5) days prior to the beginning of service under this Agreement.

8. As required by Texas Education Code Sec. 44.034, any person or business entity entering into a contract with District must give advance notice to District if the person or owner of the entity has been convicted of a felony and such notice shall include a general description of the conduct resulting in the felony conviction. Failure to provide such notice or misrepresentation of the conduct resulting in the conviction shall constitute grounds for termination of the Agreement.

9. Consultant and its subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, religion, age, disability, national origin, or any other protected classification under federal or state law.

10. District is an exempt entity under the laws of the State of Texas and shall not be liable for payment or reimbursement of any taxes paid by Consultant which District is exempt from paying under state law.

11. The invalidity of any part or portion of this Agreement shall not invalidate, impair, or otherwise affect the validity, effect, or enforceability of any other remaining part or portion of the Agreement.

IN WITNESS WHEREOF, Mansfield Independent School District and Consultant have executed this contract, effective the date on which the last party to sign the agreement executes this agreement.

By: MANSFIELD ISD

By: CONSULTANT

Signature: _____

Signature: _____

(Print) _____

(Print) _____

Title:

Title:

Date: _____

Date: _____

(For contracts of \$50,000 or more)

Date of Board approval: _____

Term of Request for Proposal: Beginning _____ Ending _____

BID # _____

(For contracts \$49,999 or less)

Vendor # _____ *(W-9 must be attached)*

Term of Request for Proposal: Beginning _____ Ending _____

MISD Staff Contact Person: _____

Phone number: _____

Campus/Department: _____

Budget Account Code(s): _____



ADDENDUM A (SAMPLE)
MANSFIELD INDEPENDENT SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT
SCOPE OF WORK

1. District agrees to engage _____, and _____ agrees to perform personally, in a manner satisfactory to District, the services listed below:
 - a. _____ shall furnish qualified personnel to Facility on an as-needed, as-available basis and in accordance with the terms of this Agreement.
 - b. _____ shall maintain copies of licenses, background checks, drug test reports and other required information that the Facility may request for any temporary personnel, placed by _____, who has provided, or is providing temporary services in the Facility.
 - c. _____ agrees to obtain and maintain, during the term of this Agreement, general and professional liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate coverage, Workers compensation coverage, and auto insurance of at least 100,000/300,000/100,000 for the activities of any _____ Personnel assigned pursuant to this Agreement. Copy attached with Mansfield ISD as the additional named insured.
 - d. _____ Staffing Services will supply the facility with personnel who meet the following criteria and will provide evidence of the following to the facility upon written request:
 - a. Possess current state license/registration and/or certification.
 - b. Possess CPR certification, as requested in writing by the Facility to comply with applicable law.
 - c. Completed pre-employment physical as requested in writing by the Facility to comply with applicable law.
 - d. Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
 - e. Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
 - f. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - g. Completed _____ Staffing Services standard OSHA and HIPAA training.

Unless discontinued earlier by District, the services are to be performed at the following times and places:

Include the days/hours to be worked and location. If multiple locations, state so as specifically as possible (i.e., MISD Elementary Schools, Staff locations, Field sites...)

ADDENDUM B (SAMPLE)
MANSFIELD INDEPENDENT SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT

Fee Schedule

Healthcare Staff

Physical Therapists	\$00.00 per hour
Physical Therapy Assistants	\$00.00 per hour
Occupational Therapists	\$00.00 per hour
Occupational Therapy Assistants	\$00.00 per hour
Speech Language Pathologists	\$00.00 per hour
Speech Language Pathologists Assistants	\$00.00 per hour
School Psychologist	\$00.00 per hour
Special Education Teacher (to cover all certifications)	\$00.00 per hour
Social Worker	\$00.00 per hour
Sign Language Interrupter	\$00.00 per hour
Education Diagnostician	\$00.00 per hour
Professional Placements All Disciplines (Direct Hire)	_____ % of Annual Salary

Any applicable sales tax will be billed in addition to this rate.

*Housing & Travel Charges: Housing and travel costs to and from the assignment are included in the rates listed above for healthcare support staff.

Assignment Terms: For Therapy professionals, all assignments must be at least 13 weeks in length and must be full time, at least 8 hours per day and 40 hours per week. A charge of \$.48 per mile will be added to each weekly bill that a therapist needs to drive between two or more treatment locations.

Staff on Call Rates: \$0.00 per hour

Call Back Charges: If _____ Personnel are required to return to the District at the District's request, a minimum charge for one hour of service will be imposed. In the event the call back requires more than one hour, services will be billed at time and one half the base hourly rate.

*Exceptions: Should any assignment require an adjustment to the above listed rates, a confirmation letter will be provided to District listing the agreed upon rate. Said confirmation letter must be authorized by both _____ and District prior to the start of the assignment.



**ADDENDUM C
MANSFIELD INDEPENDENT SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT
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:
(Last, First, Middle) _____
Print

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____

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