**INDEPENDENT CONTRACTOR AGREEMENT FOR THERAPY SERVICES**

This Independent Contractor Agreement for Therapy Services (the “***Agreement***”), made and entered into to be effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ (the “***Effective Date***”), is by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Contractor***”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***School***”).

**WITNESSETH:**

**WHEREAS,** the Contractor desires to contract to provide therapy services to the School, and the School desires to contract with the Contractor under the terms and conditions outlined herein;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

# Duties of Contractor. During the term of this Agreement, Contractor shall provide [describe services-e.g., occupational, speech, etc.] therapy services (the “***Services***”) to certain of the School’s students, as specified by the School, as an independent contractor to the School at such dates and times as are mutually agreed upon between Contractor and School. [**OPTIONAL:** Such dates and times are set forth on Exhibit A, which exhibit is attached hereto and incorporated herein.] Contractor shall provide the Services by and through the therapist(s) listed on Exhibit A (each, a “***Therapist***” and collectively, the “***Therapists***”), which exhibit is attached hereto and incorporated herein. Contractor shall not act as an agent of the School, or hold itself out to any person, firm, corporation, association or entity as an agent, officer, partner, director, or shareholder of the School.

# Term. The term of this Agreement shall begin on the Effective Date and shall continue through \_\_\_\_\_\_\_\_\_\_\_, 201\_\_ (the “***End Date***”), unless and until terminated as hereinafter provided.

# Representations and Warranties of Contractor. The Contractor represents and warrants to the School that:

## Each Therapist is and shall at all times during the term of this Agreement be and remain duly licensed to practice the Services in the State of Texas without restrictions or probation.

## Contractor will immediately report to the School notice of any action or threatened action that has or may result in any probation, restriction, suspension, revocation or other adverse action taken or to be taken against Contractor or any Therapist with respect to the above-listed qualification.

## Contractor represents, warrants, and agrees that it has obtained and reviewed a complete criminal background history on each of the Therapists and all other agents and employees of Contractor who will supervise or work directly with or around, near, or in proximity to children or vulnerable adults in connection with this Agreement or the Services. No such person has been convicted of, is on probation for, or is under indictment for any of the following offenses: (A) any felony or misdemeanor classified as an Offense against the Person or Family or which involves an offense against the person or family; (B) any felony or misdemeanor classified as an Offense against Public Order, Safety, or Decency; (C) any felony violation of any law intended to control the possession or distribution of any substance included as a controlled substance in the Texas Controlled Substance Act; (D) any felony or misdemeanor classified as an Offense against Property, to the extent that those offenses are related to threats or risk of harm or violence; (E) any felony Computer Crime of online solicitation of a minor; or (F) any felony or misdemeanor Offence against Public Health, Safety and Morals, involving illegal possession or use of weapons.

## Contractor agrees that it is not School’s responsibility to conduct background screenings or training for Contractor. Contractor must perform its own background checks, verify compliance with this section, and conduct appropriate training for all applicable agents and employees of Contractor prior to assignment or allowing them to perform Services under this Agreement. It shall be the responsibility of Contractor to ensure compliance with this provision at all times.

## Contractor will (i) monitor behavior of all Therapists and ensure accountability with its policies and procedures; (ii) respond promptly to any allegation where there is reason to believe that sexual / physical abuse of a minor or vulnerable adult has occurred; (iii) report any allegation of sexual / physical abuse of children or vulnerable adults, as required by law; (iv) comply with all applicable civil laws with respect to the reporting of allegations of sexual / physical abuse of minors or vulnerable adults to civil authorities and cooperate in their investigation in accord with the law of the jurisdiction in question.

# Compensation. On and after the Effective Date, the School will pay Contractor for the performance of the Services, a sum equal to $\_\_\_\_\_\_\_ per [hour/student visit].

# Insurance. Contractor shall at all times maintain, at Contractor’s expense, (i) professional liability insurance in at least the minimum amounts of $1,000,000 per occurrence and $3,000,000 in the aggregate; and (ii) commercial general liability insurance in at least the minimum amount of $1,000,000 per occurrence.

# Termination.

## This Agreement may be terminated at any time by mutual agreement of the parties hereto.

## Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

## This Agreement may also be immediately terminated for any of the following reasons, each of which shall be considered a breach of a material provision of this Agreement:

### The probation, suspension, revocation or cancellation of any Therapist’s license to practice the Services in the State of Texas or any action against Contractor or Therapist by any professional organization;

### Any Therapist’s resignation from any professional organization under the threat of disciplinary action;

### A finding by any board, institution, organization or professional society having any authority to pass judgment on the conduct of any Therapist that he/she is guilty of unprofessional or unethical conduct;

### Any Therapist’s conviction in a court of competent jurisdiction of any felony offense or any misdemeanor offense involving moral turpitude; or

### If the School, in its sole discretion, determines that Contractor’s or any Therapist’s conduct in the performance of the Services is likely to result in an unreasonable liability to the School or poses a legitimate threat to student safety.

# Relationship Between the Parties. The relationship between the School and the Contractor is that of independent parties contracting with each other, and no employer/employee, principal/agent, or other relationship shall be implied hereby. The School shall not have any control over the method or manner of the provision of Services by the Contractor hereunder. Contractor understands and agrees that:

## Contractor will not be treated as an employee of the School for federal tax purposes;

## The School will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body relating to Contractor or make available to Contractor any of the benefits afforded to employees of the School;

## All of such payments, withholdings, and benefits, if any, are the sole responsibility of Contractor; and

## Contractor will indemnify and hold harmless the School from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any. Contractor specifically acknowledges that Contractor shall be responsible for obtaining health insurance coverage for Contractor and Contractor’s family.

# Indemnification.

## CONTRACTOR AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, AND DEFEND SPONSOR, THE ROMAN CATHOLIC DIOCESE OF DALLAS AND THE SCHOOL, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES, (COLLECTIVELY, THE “***INDEMNITEES***”) AND HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, DAMAGES, DEMANDS, SUITS, JUDGMENTS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS, DEATH, AND ANY OTHER LIABILITY OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF, IN CONNECTION WITH, IN THE COURSE OF, OR INCIDENTAL TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT BY CONTRACTOR OR ANY OF ITS AGENTS OR EMPLOYEES, INCLUDING ANY THERAPIST.

## By way of explanation only, and notwithstanding the indemnity obligations set forth above, Contractor’s obligation to indemnify the Indemnitees (as such term is hereinafter defined) specifically requires Contractor to fully indemnify and hold Indemnitees harmless from any and all claims, demands, causes of action, and costs and damages of any kind (including attorney’s fees and costs of court) arising from or relating to Contractor’s permitting any person against whom charges are pending or who has received probation or deferred adjudication in connection with any of the criminal offenses listed in Section 3(c) to perform Services under this Agreement, without regard to Contractor’s actual awareness of such charges, probation, or deferred adjudication.

# Safe Environment. Contractor shall help ensure a safe environment is maintained at all times during the Therapists’ performance of the Services. Contractor shall ensure that each Therapist obtain certification through the Roman Catholic Diocese of Dallas’s Safe Environment Program or an equivalent program if approved in writing by the School in advance. Contractor further agrees to, at all times during the term of this Agreement, comply and ensure that each Therapist comply with the Roman Catholic Diocese of Dallas’s Safe Environment Policies. If a complaint or concern is raised regarding Contractor or any Therapist, Contractor shall fully and unconditionally cooperate, and shall ensure that such Therapist cooperate, with all investigations of the matter to include reporting of the matter to Texas Child Protective Services, if appropriate, and/or as otherwise required by law.

# Notices. Any notices contemplated under this Agreement shall be effective when personally delivered or when received through certified mail, return receipt requested, posted to the following addresses, unless other addresses have been designated by written notice in the manner prescribed by this Section:

*If to School:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If to Contractor:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Waiver. Waiver by a Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by a Party except when such waiver is given in writing.

# Governing Law; Venue. This Agreement shall be construed and governed according to the laws of the State of Texas, without giving effect to its conflict of laws provisions. The Parties expressly agree that this Agreement is executed and shall be performed in Dallas County, Texas and venue of all disputes, claims and lawsuits arising hereunder shall lie exclusively in Dallas County, Texas.

# Entire Agreement; Amendment; Assignment. This Agreement supersedes all previous agreements between the parties hereto with respect to the subject matter hereof, and contains the full understanding of the parties with respect to such matters. No party shall be entitled to benefits other than those specified herein, and no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. All prior representations and agreements, whether verbal or written, not expressly incorporated herein are superseded, and no changes, amendments, or additions to this Agreement shall be recognized or binding unless made in writing and signed by both parties hereto; provided, however, that if any changes occur in the requirements of existing laws or regulations that indicate that the structure of this Agreement may be in violation of such laws or regulations, the Contractor and the School shall immediately amend this Agreement to the extent necessary to comply with such laws and regulations in a manner that preserves to the extent possible the underlying economic and financial arrangements of the parties set forth herein. This Agreement may not be assigned by Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**SCHOOL:**

[Type School Name Here]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR**:

[Type Contractor Name Here]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**[Dates and Times for Services and] List of Therapists to Provide Services**

This Exhibit “A” is attached to and incorporated in the Independent Contractor Agreement for Therapy Services (the “***Agreement***”) having the effective date of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Contractor***”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***School***”). [**If applicable:** Pursuant to the terms set forth in the Agreement, Contractor shall provide the Services, as such term is defined in the Agreement, at the following dates and times:]

[List Dates and Times]

Also pursuant to the terms set forth in the Agreement, Contractor shall provide the Services, as such term is defined in the Agreement, by and through the following therapists:

[List Therapists]