**AGREEMENT FOR THERAPY SERVICES**

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

**WITNESSETH:**

**WHEREAS**, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Parent***”), the parent of \_\_\_\_\_\_\_\_\_\_\_\_ (“***Student***”), has indicated to Group and School a desire for Group to provide certain therapy services to Student on School premises;

**WHEREAS,** the Group desires to provide such therapy services to Student on School premises; and

**WHEREAS**, School desires to allow Group to provide such therapy services to Student on School premises 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:

1. Duties of Group. During the term of this Agreement, Group shall provide [describe services-e.g., occupational, speech, etc.] therapy services (the “***Services***”) to Student at the School at such dates and times as are agreed upon between the parties hereto. [**OPTIONAL:** Such dates and times are set forth on Exhibit A, which exhibit is attached hereto and incorporated herein.] Group 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. Group 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.
2. 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.
3. Representations and Warranties of Group. The Group represents and warrants to the School that:
	1. 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.
	2. Group 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 Group or any Therapist with respect to the above-listed qualification.
	3. Group 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 Group 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.

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

* 1. Group 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.
1. Insurance. Group shall at all times maintain, at Group’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.
2. Termination.
	1. This Agreement may be terminated at any time by agreement of the parties hereto.
	2. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
	3. This Agreement may also be immediately terminated by School for any of the following reasons, each of which shall be considered a breach of a material provision of this Agreement:
		1. The probation, suspension, revocation or cancellation of any Therapist’s license to practice the Services in the State of Texas or any action against Group or Therapist by any professional organization;
		2. Any Therapist’s resignation from any professional organization under the threat of disciplinary action;
		3. 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;
		4. Any Therapist’s conviction in a court of competent jurisdiction of any felony offense or any misdemeanor offense involving moral turpitude; or
		5. If the School, in its sole discretion, determines that Group 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.
3. Relationship Between the Parties. The relationship between the parties hereto 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 Group hereunder.
4. Indemnification.
	1. GROUP AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, AND DEFEND 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 GROUP OR ANY OF ITS AGENTS OR EMPLOYEES, INCLUDING ANY THERAPIST.
	2. By way of explanation only, and notwithstanding the indemnity obligations set forth above, Group’s obligation to indemnify the Indemnitees (as such term is hereinafter defined) specifically requires Group 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 Group’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 Group’s actual awareness of such charges, probation, or deferred adjudication.
5. Safe Environment. Group shall help ensure a safe environment is maintained at all times during the Therapists’ performance of the Services. Group 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. Group 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 Group or any Therapist, Group 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.
6. 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 Group:*

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

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

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

1. 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.
2. 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.
3. 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 parties hereto 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 Group.

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

**SCHOOL:**

[Type School Name Here]

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

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

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

**GROUP**:

[Type Group 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 Agreement for Therapy Services (the “***Agreement***”) having the effective date of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***Group***”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“***School***”). [**If applicable:** Pursuant to the terms set forth in the Agreement, Group 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, Group shall provide the Services, as such term is defined in the Agreement, by and through the following therapists:

[List Therapists]