

Agreement for Communication Sciences & Disorders Services

The undersigned Agreement is entered into and is effective as of _____ (“the Effective Date”), by and between the University of Houston on behalf of its Department of Communication Sciences and Disorders (“University”), which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at Melcher Life Science Building, 3871 Holman Street, Room M156 Houston, Texas 77204, and _____ (“Facility”), which is located at _____.

Whereas, University is willing to offer services by licensed and/or certified audiologists and speech therapists (“Professional Services”), if and as needed by Facility/Agency; and

Whereas, Facility/Agency desires to engage the services of University to render such Professional Services on the terms and conditions provided in this Agreement.

Now, therefore, Facility/Agency hereby engages the services of University and in consideration of the mutual promises contained herein, Parties agree as follows:

1. **SERVICES:** University agrees to provide licensed and/or certified audiologists and/or speech therapists (“Professionals”) who are employed by University to Facility/Agency, if and as needed by Facility/Agency, for Clients of Facility/Agency.
2. **FEES, BILLING:**
 - a. On or before the final calendar day of the month in which Professional Services are rendered by a Professional to a Client of Facility/Agency, Facility/Agency shall pay University in full for Professional Services rendered during that month. Such payments shall be made payable to University of Houston and shall be sent or delivered to: University of Houston, Communication Sciences & Disorders Department, Speech, Language and Hearing Clinic; 100 Clinical Research Center, Houston, TX 77204-6018. Such payments shall be due and owing on the last calendar day of the month in which Professional Services were rendered. In the event that the amounts due to University are not paid in a timely fashion or such amounts have been underpaid, Facility/Agency shall pay accrued interest at the prime rate plus two percent (2%), unless such interest is greater than the highest allowable rate by law, in which case the interest rate shall be the highest allowable rate by law. In the event that University must resort to legal action regarding such nonpayment or underpayment, then Facility/Agency agrees to and shall be fully liable for costs and expenses incurred by University in redressing the nonpayment or underpayment.
 - b. Facility/Agency will pay University at the rates specified in Exhibit A, which is attached to this Agreement and is incorporated by reference as if set out herein. Facility/Agency’s remittance of payment to University shall be itemized and shall reflect (a) the name of the Professional, (b) the type of Professional Services rendered, (c) the date the Professional Services were rendered, (d) the applicable rate for the Professional Services rendered, (e) the Client to whom Professional Services were rendered, and (f) number of hours of Professional Services rendered by each Professional to a Client.
 - c. If cancellation of the assignment occurs for any reason, Facility/Agency agrees to pay University the hourly rate for a minimum of one (1) hour at the applicable rate for the Professional Services that were requested.
3. **ASSESSMENT, CONTINUITY OF CARE:**
 - a. Facility/Agency shall work with University to assure continuity of care for Clients receiving Professional Services, as well as ongoing assessment of Professional Services that are rendered pursuant to this Agreement.
 - b. In the event Facility/Agency is dissatisfied with the performance of Professional, Facility/Agency shall deliver written notice of such dissatisfaction to University. After receiving

written notice of the problem, University will take appropriate action, including investigation of any questionable performance by Professional and/or related issues.

4. **TERM, TERMINATION:**

- a. This Agreement shall be in effect for one (1) year from the date of execution and shall automatically renew for additional one (1) year terms, unless sooner terminated by mutual, written agreement of Parties or in accordance with applicable provisions of this Agreement.
- b. This Agreement may be terminated, with or without cause, by either Party giving thirty (30) consecutive days' written notice to the other Party in accordance with the notice provisions of this Agreement.

5. **HIRING RESTRICTIONS:** Facility/Agency hereby agrees that it will not hire Professional currently employed by University or any Professional hired by University in the future for a period of one (1) year after the effective date of Professional's termination or separation from University employment.

6. **POLICY ADHERENCE:** All Professionals on duty at Facility/Agency shall adhere to applicable rules, regulations, and policies of Facility/Agency and will render Professional Services to Clients in a competent and professional manner.

7. **CONFIDENTIALITY:** Professionals agree not to disclose confidential Facility/Agency information to any firm, individual, or institution, except as authorized by Facility/Agency or as required or permitted by law. In this regard, Facility/Agency expressly authorizes Professional to discuss treatment issues concerning Clients of Facility/Agency with other University faculty and with students, solely for academic purposes and with Client names omitted from such discussions.

8. **RELATIONSHIP OF THE PARTIES:** It is expressly acknowledged by Parties to this Agreement that University and Professional are independent contractors and nothing in this Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship, or a borrowed-servant relationship between University and Facility/Agency or between Facility/Agency and Professional.

9. **GENERAL TERMS:**

- a. Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of alternative dispute resolution, claims, or litigation shall be Houston, Harris County, Texas.
- b. The terms and conditions of this Agreement may be modified upon mutual written consent of Parties at any time.
- c. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- d. Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

University:

Facility:

 Exec. AVP/AVC, Academic & Faculty Affairs
 214 E. Cullen Bldg.
 Houston, TX 77204-2037

with a copy to:

with a copy to:

 Dept of Communication Sciences & Disorders
 Melcher Life Science Building
 3871 Holman Street, Room 156
 Houston, TX 77204

- e. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
- f. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- g. If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Facility policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- h. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- i. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- j. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- k. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- l. Without limitation of any other provision in this Agreement, Facility/Agency, in requesting and obtaining Professional Services for Clients, expressly agrees to abide by all applicable federal and/or state equal employment opportunity statutes, rules and regulations. Facility/Agency further agrees to hold University harmless from any and all liability arising from any breach of this covenant by Facility/Agency.
- m. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

In witness thereof, Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.

UNIVERSITY OF HOUSTON

FACILITY

 Signature Date
 Name: _____
 Exec. AVP/AVC for Academic & Faculty Affairs

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Dean, College of Liberal Arts & Social Sciences

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Chair, Dept of Communication Sciences & Disorders

 Signature Date
 Name: _____
 Title: _____

Note: Modification of this Form requires approval of OGC

