

R&T - J

Consultant Agreement

Sample consultant agreement

Sample consultant time/service summary

Consultant Agreement

This agreement, entered into between _____ (hereinafter called "**Organization**") and _____ (hereinafter called "**Consultant**") is made for the purpose of providing services by the Consultant to the Organization for which Organizational personnel are unable to perform or are Unavailable to perform.

I. The Consultant agrees:

A. To provide the Organization with the following identifying information:

Consultant's Full Name	Profession or Occupation	Social Security or Federal I.D. Number	
Street Address	City	State	Zip Code

B. To provide the Organization with any other information concerning qualifications including education, experience, certification, licensure or other information as required by I.C.2, below.

C. To perform the services as described below:

1. Description of Service:

2. Education, Certification, Licensure Required:

3. Other Provisions (if necessary):

D. To submit proper written verification of time services provided on a monthly basis. Such verification of time shall be documented on a "Consultant Time/Service Verification" form (attached hereto and incorporated herein) and must be properly submitted to the Project Director by the fifth day of the subsequent month to assure prompt payment.

E. To hold in strictest confidence all confidential project information (i.e., individual identifying information).

F. That in entering into this agreement, no relationship exists with the Texas Council for Developmental Disabilities, the Agency or any individual or entity that by its nature may influence execution of this contract or impair independent thought, attitude, or action while performing services stated in this agreement.

II. The Organization agrees:

A. To pay the Consultant at a rate of \$ _____ per hour/day (choose one), or upon delivery of work.

B. To pay no other expenses of the Consultant except those expressly stated below:

C. The total of this contract may not exceed \$ _____ per project fiscal year for services provided and verified. Such payment shall be paid within _____ days following the delivery of services and/or when the proper verification required in I.D. above has been submitted. If the consultant is to be paid other than hourly, a rate schedule must be attached indicating the basis for and amount of payment.

Texas Council for Development Disabilities

Consultant Agreement

III. Consultant and Organization agree that	
A.	the Consultant will not be considered an employee of the Organization and shall not be entitled to nor receive any fringe benefits from the Organization,
B.	this agreement does not entitle the Consultant to coverage under any Organization insurance policy including professional liability (malpractice) coverage,
C.	any work schedule established will be for the purpose of completion of Consultant tasks per project timelines, and said schedule may be altered by either party with 30 days written advance notice,
D.	the Consultant may interrupt services under this agreement at any time in order to deal with emergencies in his/her/its private practice or business. The Consultant shall notify the Project Director of any such emergencies,
E.	the Consultant will be free from Organization control in the manner and method of providing services as long as such services are provided in compliance with the accepted procedures of this profession and terms of this agreement,
F.	the Consultant will not be subject to the general rules, regulations, policies, and procedures which affect the activities of Organization employees except those which deal with the furnishing of services pursuant to this agreement,
G.	that disputes about the interpretation or implementation of the terms, conditions or scope of this agreement will be resolved by _____ , _____ ,
H.	the Organization or Consultant may cancel this agreement at any time upon a 30-day written notice to the other party. In the event this agreement is canceled, the consultant shall be paid only for such services as had been performed and properly verified per I.D. prior to such cancellation,
I.	applicable reports of payment for services pursuant to this agreement shall be reported to the Internal Revenue Service as required by law, and
J.	the term of this agreement shall commence on _____ and shall terminate on _____ .
Signature of Consultant	Date
Signature of Project Director	Date
Signature of Financial Administrative Authority	Date

**Texas Council for Developmental Disabilities
Consultant Time/Service Summary**

Month of _____

Consultant Name				Grant No. DD-	
Units of Service					
Date	Units of Service*	Date	Units of Service*	Date	Units of Service*
1		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17		27	
8		18		28	
9		19		29	
10		20		30	
				31	
Units of Service Total					
Rate/Unit of Payment (as described in Consultant Agreement):					
<i>* Units of Service: Number of hours, evaluations, days, etc. completed as stated in Consultant Agreement</i>					
Attestment					
I hereby certify that the amount of service reported above is true and correct.					
Signature of Consultant					Date
Verification					
I hereby certify that the amount of service reported above is true and correct.					
Signature of Consultant's Supervisor					Date