

AGENCY NAME

_____, a California _____ (“Company”), and Victor Bloomberg, LCSW, (“Consultant”) enter into this Independent Contractor Consultant Agreement (“Agreement”) effective _____.

I. Recitals

- A. The Company is a 501c3 organization with a mission to _____;
- B. Consultant has knowledge of and expertise in psychotherapy, counseling and supervision, his license is active and unencumbered in the State of California (LCSW 15746), he is credentialed to provide supervision (ACSW Supervisor Credential, SDSU, October 7, 2000; School of Social Work Field Instructor, SDSU, February 16, 2001; 6 hours CEU in supervision approved by BBS – January 19-20, 2015; meets the other BBS requirements for ACSW/MFT Intern Supervision), and he has a valid NPI number (1083010789);
- C. Consultant desires to provide his services to the Company on a contract basis under the terms set forth in this Agreement; and
- D. The Company desires to engage Consultant to provide such Consultant services to the Company under the terms set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises contained herein, the parties agree as follows:

II. Agreement

Independent Consultant Relationship. In accordance with the mutual intentions of the Company and Consultant, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. There is no intention to create by this Agreement an employer/employee relationship. Accordingly, the Company and Consultant agree as follows:

In the performance of the duties under this Agreement, Consultant will act as an independent contractor and not as an employee, an agent or a partner of the Company; nor in a joint venture with the Company;

The Company has no minimum requirements in connection with the retention of Consultant’s services hereunder, either in the area of hours worked or revenues generated;

The Company shall provide appropriate access to information needed to Consultant; and

Consultant agrees to furnish personal services as provided herein as an independent contractor using his own professional judgment, means, and methods. Consultant will perform services onsite.

Scope of Work. Consultant will provide services related to assisting the Company to select an electronic health record system. A detailed scope of work is listed on Attachment A.

Non-exclusivity of Service. The Company shall not have the exclusive right to Consultant’s services. Consultant shall provide services to the Company at mutually agreeable times and places

and so as not to interfere unreasonably with Consultant's other Consultant to third parties. Consultant warrants and represents that there is no conflict of interest between Consultant's other contracts for services and the services Consultant shall provide to the Company. Consultant shall use best efforts to ensure that no such conflict arises during the term of this Agreement. Consultant shall disclose to the Company any potential conflicts of interest that arise during the term of this Agreement.

Term. Consultant shall provide services on an as-needed and as-available basis as mutually agreed between the parties. The initial term of this contract begins on _____. This Agreement may be terminated at any time by the Company or Consultant pursuant to paragraph 7 of this Agreement.

Payment. Consultant shall invoice Company for the above listed scope of work at a contract rate for a nonprofit for-profit company of \$ _____ (_____ dollars) per hour. The payment shall constitute full payment for Consultant's services to the Company, and Consultant shall not receive any additional benefits or compensation for such Consultant services. Hours are specified in Attachment A, Scope of Work.

Consultant Responsible for Taxes, Workers' Compensation, and Unemployment Insurance.

Without limiting any of the foregoing, Consultant agrees to accept exclusive liability for the payment of taxes or contributions for unemployment insurance, old age pensions or annuities, social security payments, payroll taxes and/or all other taxes that are measured by the remuneration paid to Consultant. Consultant also agrees to comply with all valid administrative regulations regarding record keeping and the assumption of liability for such taxes and contributions.

As an independent contractor, Consultant is not entitled to workers' compensation or unemployment benefits from the Company.

Termination. The Company or Consultant may terminate this Agreement by providing the other party written notice. In such event, Consultant shall cease work immediately after receiving notice from the Company unless otherwise advised by the Company, and Consultant shall immediately notify the Company of costs incurred through the termination. The Company shall be obligated to pay only the compensation for services provided by Consultant up to the time of termination.

Notice. Any notice required under this Agreement shall be sufficiently given either when served personally or when served by Certified U.S. Postal Service. Notices to the Company shall be effective only when addressed to:

Name and Title, Company Name

Address

City and Zip

Notice to Consultant shall be effective only when addressed to:

Victor Bloomberg, L.C.S.W.
P.O. Box 3483
San Diego, CA 92163-1483

Indemnification. Each party hereby agrees to defend, indemnify, and hold harmless the other party, its boards, commissions, officers, employees, and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and attorneys' fees) of every nature, kind or description, which may be brought against, or suffered or sustained by, the indemnified party, its boards, commissions, officers, employees, or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of the indemnifying party, its officers, employees, or agents in the performance of any services or work pursuant to this Agreement.

Proprietary Rights. Consultant has agreed to execute and abide by a Confidentiality and Proprietary Rights Agreement, which is attached as Exhibit 1 and is incorporated fully herein by reference.

Certification of Eligibility. Because the Company receives federal funding and is prohibited from certain affiliations with persons debarred, suspended, or excluded by federal and state agencies, Consultant certifies that Consultant (and any of its directors, officers, partners, or persons with beneficial ownership of more than 5% of the Consultant's equity) is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any state or federal department or agency. Consultant shall immediately notify the Company of any such event, which will constitute cause for immediate termination of this Agreement.

No Assignment. Consultant acknowledges this Agreement constitutes a personal services agreement and, accordingly, Consultant shall not assign any material rights or delegate any material duties under this Agreement.

Records. Consultant shall keep and maintain accurate records of work completed and costs and expenses incurred relating to services performed. Such records shall be available to the Company for review and copying during regular business hours at Consultant's place of business or as otherwise agreed upon by the parties.

Governing Law. This Agreement is executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

Severability. If any provision of this Agreement or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not effect other provisions of this Agreement that can be given effect without the invalid provisions and, to this end, the provisions of this Agreement are severable and fully enforceable.

Modification. Only the parties can modify this Agreement and any modification shall be in a writing signed by all of the parties.

Execution by Counterparts / Facsimile. This Agreement may be signed in counterparts and by facsimile signatures, all of which shall, in the aggregate, be considered one and the same instrument.

Warranty of Capacity to Sign. The representatives signing below on behalf of the parties warrant that they are authorized, and have the requisite legal capacity, to sign this Agreement.

Waiver of Breach. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.

HIPAA Compliance. To the extent required by the provisions of 42 U.S.C. 1171 *et seq.*, the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, Consultant assures the Company that it will appropriately safeguard any protected health information made available to, or obtained, by it. For services it provides for the Company, Consultant hereby agrees to comply with applicable requirements of law relating to protected health information to the extent the Company is required to comply with such requirements. This assurance constitutes an agreement between Consultant and the Company establishing the permitted and required uses and disclosures of such protected health information by Consultant. Consultant agrees that it will:

(a) not use or further disclose such information other than as permitted by this Agreement or required by law;

(b) not use or further disclose the information in a manner that would violate the requirements of applicable law;

(c) use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement;

(d) report to Licensee any use or disclosure of such information not provided for by this Agreement of which Consultant becomes aware;

(e) ensure that any of its subcontractors, agents, and employees to whom it provides protected health information received from the Company agree to the same restrictions and conditions that apply to Consultant regarding such information;

(f) make available protected health information in accordance with applicable laws;

(g) make its internal practices, books, and records relating to the use and disclosure of protected health information received from the Company available to the Secretary of the United

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States Health & Human Services for purposes of determining the Company's compliance with applicable laws;

(h) give to the Company an "accounting" of all disclosures made by Consultant of all protected health information received from the Company to the extent required by 45 CFR 164.528;

(i) at termination of this Agreement, and to the extent practicable, return or destroy all protected health information received from the Company that Consultant maintains in any form and retain no copies of such information; and

(j) incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.

Consultant and Company shall execute the Business Associate Agreement (Attachment B).

Without limiting the rights and remedies of the Company set forth in this Agreement elsewhere or available under applicable laws, the Company may terminate this Agreement without penalty or recourse if Consultant violates a material term of the provisions of this Section of this Agreement. Consultant agrees that this Agreement shall be jointly amended from time to time if, and to the extent, required by the provisions of 42 USC 1171 *et seq.* and the regulations promulgated thereunder. Nothing in this Section of this Agreement is intended to confer, nor shall confer, any rights, remedies, or obligations, or liabilities whatsoever upon any person other than the Company, Consultant, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

<hr/> Signature <u>Name and Title</u> <u>Company Name</u> <u>Address</u> <u>City, CA Zip Code</u> Date	<hr/> Signature Victor Bloomberg, L.C.S.W. Consultant P.O. Box 3483-1483 San Diego, CA 92163 Date
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ATTACHMENT A

Scope of Work

- I. Clinical services in accord with standard practices of a Licensed Clinical Social Worker in the State of California
- II. Clinical supervision in accord with standard practices of the profession
- III. Clinical quality assurance assigned by the Program Director
- IV. Program development assigned by the Program Director
- V. Other tasks assigned by the Program Director or CEO

Attachment B – Business Associate Agreement (BAA)

A. Definitions

(1) The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Business Associate, Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy CE, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Health Information Privacy, US-DHHS, <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/contractprov.html>

(2) "Agreement" refers to the Consultation Agreement to which this BAA is an attachment.

(3) The Business Associate covered by this BAA is Victor Bloomberg, L.C.S.W., Consultant.

(4) The Covered Entity (CE) is _____;
Company, Address, City and Zip Code

and its staff and consultants are hereafter referred to as "CE".

B. Permitted Uses and Disclosures by Victor Bloomberg, L.C.S.W.

(1) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

(2) Use appropriate safeguards with respect to electronic PHI, to prevent use or disclosure of protected health information ; and

(3) Report to the CE any use or disclosure of PHI not provided for by the Agreement, including breaches of unsecured PHI, and any security incident of which it becomes aware.

(4) Victor Bloomberg, L.C.S.W. may view PHI in his role as consultant for clinical supervision of any ACSW or MFT Intern;

(5) Victor Bloomberg, L.C.S.W. shall not possess or retain any PHI through activities set forth in the Agreement; and

(6) There is not any disclosure of PHI permitted or necessitated by activities set forth in the Agreement.

C. Covered Entity’s Privacy CEs and Restrictions Notifications

(1) The CE shall notify Victor Bloomberg, L.C.S.W. of any changes to permitted uses and disclosures of PHI associated with activities set forth in the Service Agreement; and

(2) The CE shall not request of Victor Bloomberg, L.C.S.W. any use or disclosure of PHI through an activity not specified in the Service Agreement or prohibited by applicable Federal and State regulations.

E. Term and Termination

This BAA is coterminous with the Agreement.

<p>_____ Signature <u>Name and Title</u> <u>Company Name</u> <u>Address</u> <u>City, CA Zip Code</u> Date</p>	<p>_____ Signature Victor Bloomberg, L.C.S.W. Consultant P.O. Box 3483-1483 San Diego, CA 92163 Date</p>
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