

PROFESSIONAL SERVICES AGREEMENT

(To be used when the Licensee provides counseling services at the Organization's principal place of business)

This **PROFESSIONAL SERVICES AGREEMENT** (hereinafter "Agreement") is entered into as of (*insert applicable date*) by and between (*insert name of business*), a *sole-proprietor*, a *partnership*, a *California nonprofit public benefit corporation*, or a *California professional counseling corporation* (hereinafter "Organization") and (*insert name of practitioner*), a licensed marriage and family therapist (hereinafter "Licensee").

Whereas, Organization is duly constituted as a *sole-proprietorship*, a *partnership*, a *California nonprofit public benefit corporation*, or a *California professional counseling corporation*, with a principal place of business located at (*insert address of Organization's principal place of business*);

Whereas, Organization provides Mental Health Services to the general public, and Organization utilizes licensed practitioners to provide such services;

Whereas, Organization desires to retain Licensee to provide Mental Health Services to Organization's clients; Whereas, Licensee is duly licensed by the State of California as a marriage & family therapist and is qualified and competent to provide Mental Health Services; and,

Whereas, Licensee desires to provide Mental Health Services to Organization's clients at Organization's principal place of business.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereby agree as follows:

Section 1: DEFINITIONS

- A. "Mental Health Services" means professional services for the evaluation and treatment of Mental Disorders.
- B. "Course of Treatment" means the period of time during which Patient is receiving therapeutic treatment of a Mental Disorder at Organization. A Course of Treatment begins on the day Patient becomes a client of Organization and runs continuously through the day Patient terminates his or her relationship with Organization or Organization terminates its relationship with Patient.

C. "Experimental and/or Investigational Services" means any service, procedure, or item that is not generally accepted in the professional community, supported in current medical behavioral health care literature, and/or meets applicable government regulations.

D. "Medically Necessary" means services that are determined to be: (1) appropriate and necessary for the diagnosis or treatment of a Mental Disorder; (2) provided for the diagnosis and treatment of a Mental Disorder; (3) within the standards of good clinical practice for marriage and family therapists; (4) not primarily for the convenience of Practitioner; and, (5) the most appropriate supply or level of service that can safely be provided.

E. "Mental Disorder" means a condition that affects thinking, perception, mood, and behavior.

F. "Patient" means an individual, couple, group, or family that has sought Mental Health Services from Organization.

G. "Practitioner" means a psychologist duly licensed by the State of California, a clinical social worker duly licensed by the State of California, a marriage and family therapist duly licensed by the State of California, or a board-certified psychiatrist who is duly licensed by the State of California as a physician.

Section 2: LICENSEE'S SERVICES & RESPONSIBILITIES

A. Licensee is duly licensed by the State of California as a marriage and family therapist. Said license is in good standing, and no disciplinary actions have been taken against such license by the California Board of Behavioral Sciences or any other state or federal agency.

B. Licensee is a sole-proprietor, with a principal place of business located at (*insert address of Practitioner's principal place of business*).

C. Throughout the Course of Treatment for Mental Disorders, Licensee shall personally perform Mental Health Services that are Medically Necessary, timely, appropriate, and consistent with generally accepted Mental Health Services counseling practices. Such services will be provided to Patients at Organization's principal place of business. Licensee will avoid

providing any Experimental and/or Investigational Services. Licensee alone may determine the methods, details, and manner of the Mental Health Services rendered.

D. Licensee shall conduct and document all Mental Health Services in a manner enabling Organization to seek reimbursement from responsible third parties. Licensee shall complete such records in a manner that complies with applicable law and the Ethical Standards of the California Association of Marriage & Family Therapists.

E. Licensee agrees to perform only those Medically Necessary Mental Health Services that Licensee is qualified by education, training, and experience to provide.

F. Licensee shall notify Organization of any civil, criminal, or administrative actions commenced against Licensee by a government agency, a Patient, or a professional association.

G. Licensee shall not refuse to provide Mental Health Services, or discriminate in the provision of such services, on any basis that violates any federal, state, or local antidiscrimination laws or regulations or the Ethical Standards of the California Association of Marriage & Family Therapists.

H. Licensee may, but is not required to, attend any training sessions or professional workshops that Organization conducts.

I. Licensee agrees to use Organization's proprietary information only in relation to the obligations of Licensee under this Agreement. Licensee shall not, during the term of this Agreement or after termination of it, disclose or use any of Organization's proprietary information for Licensee's own benefit or for the benefit of a third party.

J. Licensee agrees to cooperate with Organization in its internal quality care review or grievance resolution procedures.

Section 3: ORGANIZATION SERVICES AND RESPONSIBILITIES

A. Organization shall pay Licensee compensation pursuant to the provisions of the Rate Schedule set forth in Exhibit A.

B. If, after making reasonable attempts, including, but not limited to, contacting Patient, utilizing collection agencies, or utilizing the courts, Organization is unable to collect fees for the rendering of Mental Health Services from Patients, Licensee agrees to accept as a loss compensation for those services rendered.

Section 4: INSURANCE

A. Licensee, at his or her sole expense, agrees to maintain adequate insurance for professional liability purposes. Adequate professional liability insurance shall be considered to be a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, unless Organization agrees, in writing, to a specific exception for Licensee.

B. Licensee shall provide Organization with a copy of Licensee's current professional liability insurance certificate.

C. If Licensee's professional liability insurance is reduced, terminated, or changed, Licensee will notify Organization of such reduction, termination, or change prior to such reduction, termination, or change occurring.

Section 5: NATURE OF RELATIONSHIP BETWEEN ORGANIZATION AND LICENSEE

This Agreement shall not make Licensee an employee of Organization, a partner with Organization, an agent of Organization, or in a joint venture with Organization. Licensee is and shall remain an independent contractor in his or her relationship to Organization.

Section 6: PAYROLL TAXES

Payroll taxes, including federal, state, and local taxes, shall not be withheld or paid by Organization on behalf of Licensee. As an independent contractor, Licensee is solely responsible for paying all federal, state, and local taxes mandated by applicable state and federal laws.

Section 7: FRINGE BENEFITS

Since Licensee is an independent contractor and not an employee of Organization, Licensee is not eligible for and shall not participate in any employment benefits offered by Organization to its employees, including, but not limited to, vacation, pension, health, disability, or other fringe benefits.

Section 8: WORKERS' COMPENSATION

Organization shall not obtain workers' compensation insurance on behalf of Licensee or Licensee's employees, if any, and Licensee shall comply with California's workers' compensation laws concerning the insuring of its business and employees for workers' compensation purposes.

Section 9: TERM OF AGREEMENT

This Agreement shall commence as of the date first set forth above and shall terminate on (insert date) at 12:00 pm.

Section 10: TERMINATION WITHOUT CAUSE

Either Organization or Licensee may terminate this Agreement by giving sixty-days (60) written notice to the other party of its intent to terminate this Agreement. Such termination may be made with or without cause.

During the sixty-day (60) period after such notice is sent, Organization and Licensee shall continue to act towards one another in good faith.

Section 11: TERMINATION WITH CAUSE

Either Organization or Licensee may terminate this Agreement with reasonable cause immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: a material violation of one of the terms, conditions, or provisions of this Agreement and/or the commission of any act by one party that exposes the other party to liability for personal injury.

Section 12: CESSATION OF PROFESSIONAL SERVICES AND CONTINUITY OF CARE OF CLIENTS

A. If this Agreement is terminated by either party without cause, prior to the expiration of the sixty-day (60) time period, Organization and Licensee shall meet jointly with each Patient that Licensee is providing Mental Health Services to and explain that Licensee will no longer be providing Mental Health Services at Organization. Licensee and Organization acknowledge and agree that in California patients have a right to choose who will render their mental health care to them.

B. In accordance with the State of California's Freedom of Choice laws, each Patient that Licensee provides Mental Health Services to shall be given the option of remaining with Organization and being assigned another Practitioner; receiving referrals to other Practitioners in the community; or, becoming a client of Licensee's at his or her principal place of business.

Section 13: NON-WAIVER

The failure of Organization or Licensee to exercise any rights under this Agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

Section 14: NO AUTHORITY TO BIND ORGANIZATION

Licensee has no authority to enter into contracts or agreements on behalf of Organization, and this Agreement in no way creates a partnership or other type of joint venture between the parties.

Section 15: DECLARATION BY LICENSEE

Licensee declares and states that he or she has complied with all federal, state, and local laws regarding business permits and applicable licenses that may be required to carry out the work to be performed under this Agreement.

Section 16: NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the other party or by certified mail, return receipt

requested, to the address set forth below. Notices may also be given by fax to the party at that party's fax number as set forth below. Any party may change its address or fax number stated herein by giving notice of such change in accordance with this provision.

If to Organization: *(insert address of Organization's principal place of business, including fax number)* If to Licensee: *(insert address of Practitioner's principal place of business, including fax number)*

Section 17: INDEMNITY

A. Licensee agrees to indemnify, defend, and hold harmless Organization, including its principals, officers, agents, and employees, from and against any and all claims by or on behalf of any person, firm, or organization, arising from the performance of Licensee's duties under this Agreement.

B. Organization agrees to indemnify and hold Licensee harmless from and against any and all claims by or on behalf of any person, firm, or organization, arising from the performance of Organization's duties under this Agreement.

Section 18: ATTORNEY'S FEES

If Organization or Licensee institutes any action, suit, or arbitration proceeding to enforce the provisions of this Agreement, each party shall pay one half of the arbitration costs and otherwise pay its own attorney's fees and other costs.

Section 19: ASSIGNMENT OF AGREEMENT

Organization and Licensee acknowledge that this Agreement requires the rendering of personal services by Licensee, and Practitioner may not assign this Agreement in whole or in part. Any attempt by Licensee to assign this Agreement to another Practitioner shall be null and void.

Section 20: CHOICE OF LAW

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws and regulations of the State of California.

Section 21: ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding and agreement between Organization and Licensee and it cannot be changed or modified orally. This Agreement may be supplemented, modified, or revised only by writing that is signed by each of the parties hereto. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Section 22: SEVERABILITY

If any part of this Agreement shall be held to be unenforceable, invalid, or illegal, either legislatively or judicially, such provision will be severed from this

Agreement and the rest of the Agreement shall remain in full force and effect.

Section 23: ACCESS TO PATIENT MENTAL HEALTH RECORDS

A. Since Licensee is providing Mental Health Services to Patient at Organization's principal place of business, Licensee acknowledges and agrees that Organization is the owner of Patient's mental health records. Licensee shall be provided with access to the mental health records of those Patients that Organization has assigned to Licensee.

B. Since Organization is the owner of Patients' mental health records, Organization shall maintain such records in accordance with applicable federal and state laws governing the confidentiality of mental health records.

C. If a Patient is over the age of eighteen (18) when his or her Course of Treatment terminates with Organization, Organization shall maintain such Patient's mental health records for ten (10) years following the termination of Patient's Course of Treatment with Organization. However, if Patient is under the age of eighteen (18) when his or her Course of Treatment terminates with Organization, Organization shall maintain Patient's mental health records for ten (10) years following the termination of Patient's Course of Treatment with Organization or until Patient turns twenty-one (21) years of age, whichever time period is longer.

D. Access to a Patient's mental health records by a Patient, or his or her personal representative, shall be governed by applicable federal or state law.

Section 24: DISPUTE RESOLUTION

A. Organization and Licensee agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Organization and Licensee further agree that neither party may demand arbitration of any such problem or dispute, or pursue any other means of resolving such problem or dispute, including litigation, until they have so met and conferred, except upon mutual agreement of them in each case.

B. If any problem or dispute concerning this Agreement is not satisfactorily resolved via the meet and confer process set forth in 24 A. above, Organization and licensee agree to arbitrate such problem or dispute. Either party may initiate arbitration by serving on the other party a written demand for arbitration of the problem or dispute. Written initiation of arbitration shall be made within one (1) year of the date upon which the problem or dispute arose.

C. The arbitration will be conducted under the Commercial Rules of the American Arbitration

Association, unless Organization and Licensee agree in writing otherwise. Organization and Licensee agree that the results of the Arbitration shall be binding on both parties in any subsequent litigation or other dispute.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____
Signature of Organization Representative

By: _____
Signature of Licensee