

INDEPENDENT CONTRACTOR AGREEMENT

PLEASE PRINT OR TYPE

The independent contractor agreement is made this _____ day of _____, 20____, by ACI ENTERPRISES, INC. (ACI) and _____ (Contractor). The Contractor will provide assessment, clinical services and referral of appropriate clients referred by ACI. ACI requires that all clinical services be performed within a reasonable period of time of request for such services. Contractor represents him/herself to be licensed or certified by the State of _____ as a _____, License # _____, and shall maintain such license or certification for the duration of this agreement.

Contractor shall be paid only for authorized services. The payment arranged by ACI and agreed to by Contractor under the terms of this Agreement shall be payment in full to Contractor who shall not under any circumstances seek any further payment from the client for services provided. **CONTRACTOR AGREES TO FOLLOW ATTACHED PROVIDER POLICIES & PROCEDURES. PROVIDER MUST SUBMIT APPROPRIATE FORMS WITHIN 30 DAYS OF THE LAST DATE OF SERVICE IN ORDER TO BE REIMBURSED.** ACI agrees to compensate Contractor at the rate of \$50.00 (POS Rate) per clinical hour. Contractor agrees that ACI will not reimburse for any visits beyond the approved EAP visits. Any counseling beyond the EAP sessions(s) will be the responsibility of the individual employee/client. Payment for services will be processed within 60 days of receipt of Program Utilization Form.

Contractor shall maintain at his or her sole expense professional liability insurance with minimum coverage limits equal to \$1,000,000 per claim with a \$3,000,000 annual aggregate.

The agreement between Contractor and ACI is that of an Independent Contractor and not that of an employer-employee. Each party agrees that in all financial dealings they will consistently recognize the relationship to be that of Independent Contractor: each party holding the other harmless, and agreeing to defend the other from a violation of this paragraph.

Contractor shall notify ACI within five calendar days of the occurrence of any change of Contractor's business address and/or telephone number, any action taken to suspend or revoke Contractor's license or certification to provide the covered services, cancellation of Contractor's liability insurance, or any other situation that might materially affect the capacity of the Contractor to provide the covered services.

During the term of this agreement Contractor will not solicit an independent contract with any ACI client company, defined as: an employer contracted with ACI to provide Employee Assistance Services to such employer/corporation/company.

The parties have executed this Independent Contractor Agreement on the day and year first written above. A copy of the executed agreement will be provided upon request.

All communication with the corporate entity, including the Human Resources department, any corporate employees, HR personnel, contractors of that entity, and others associated with that entity, is expressly forbidden. Such contact is a major violation of the governance of professional licensing (BBSE) regarding client confidentiality, a breach of the contract with ACI and may well produce examination of license as well as creating a civil tort. Even when a release of privilege is signed, that release is to ACI Specialty Benefits, not to you as a contracted provider of service. All contacts relating to any matter, including but not limited to the Supervisor Mandatory Referral System (SVR), EAP services, employee issues, and any issues regarding payment or invoicing, including overdue invoices, must be communicated through ACI. Failure to comply with this policy will lead to ACI contract termination, removal from the international network and/or prosecution in civil court for major or minor damages.

Independent Contractor Signature:	Date: / /
Independent Contractor Name:	
ACI Representative Signature:	Date: / /
ACI Representative Name:	