

# 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,  
counseling and referral of appropriate clients referred by ACI. ACI requires that all counseling 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.

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| <b>Independent Contractor Signature:</b> | <b>Date:</b><br>/ / |
| <b>Independent Contractor Name:</b>      |                     |
| <b>ACI Representative Signature:</b>     | <b>Date:</b><br>/ / |
| <b>ACI Representative Name:</b>          |                     |