Hoxworth Counseling Services

4695 N M37 Hwy, Suite A, Middleville, MI 49333
269-205-2402 ⬩ Fax:269-205-2728

Email: info@hoxworthcounseling.com ⬩ Website: hoxworthcounseling.com

*Professionally Licensed Counseling from a Christian World and Life Perspective*

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (the “Agreement”) is dated this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.

Hoxworth Counseling Services (HCS) desires to utilize the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Independent Contractor (IC) for the performance of certain tasks (Therapist and Clinical), and IC desires to perform these services for HCS. HCS is of the opinion that the IC has the necessary qualifications, experience, and abilities to provide a variety of services required by HCS.

**TERMS OF AGREEMENT**

In consideration of and reliance on the following, the parties agree as follows:

1. IC agrees to provide such services to HCS on the terms and conditions set out in this Agreement.
2. IC warrants and represents that he/she is self-employed, is fully qualified, and has all required licenses and/or certifications to perform the services described, has adequate insurance coverage for the services to be performed, and has complied and will continue to comply with all federal, state and local laws regarding services to be performed.
3. IC expressly understands and agrees that IC is not considered an employee of HCS. The IC and HCS acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. HCS is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers’ compensation, insurance premium, profit-sharing, pension, fringe benefits, or any other employee benefit for the IC during the term of this Agreement.
4. The IC is totally responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the IC under this Agreement.
5. IC has no authority to enter into any contract(s), promise(s), or agreement(s) on behalf of HCS.
6. IC will provide HCS with copies of his/her current state license, certifications, and confirmation of malpractice insurance.
7. IC agrees to comply with a security/background check and confirms that no legal action is being taken against IC at the present time.
8. The specific days and hours that IC’s clients’ appointments in the HCS office are determined by IC, according to IC’s own scheduling preferences, office availability, and approval by HCS President.
9. IC will initially be on 90-day ‘under review’ status, and then HCS President will determine the full-time or part-time status being offered (20+ sessions per week are considered full-time).
10. Additional benefits HCS offers to IC:
* Use of shared office space (includes desk, chairs)
* Administrative services (for appointment scheduling, intake referral process, insurance submission, limited marketing)
* Use of locked file space for active files and storage of inactive files.
* Use of Internet access, Fax, Phones, Photocopier

**CHRISTIAN WORLDVIEW COUNSELING**

1. IC agrees to counsel from a Christian Worldview, as reflected in the HCS Statement of Faith.
2. At HCS, we agree to utilize biblical principles to guide our collective efforts as Christian staff with another. We encourage one another to “speak the truth in love” in all that we say and do at HCS. We also ask each IC, as members of our team, to seriously consider the importance of praying for one another in the work God has called us to deliver for His honor and glory.
3. Any serious or repetitive breach of recognized professional Christian ethics, confidentiality, or marital/family responsibility would be considered grounds for dismissal (HCS right to break this Agreement).

**COMPENSATION**

1. HCS agrees to an hourly rate for compensation of $\_\_\_\_\_\_\_ per hour for direct client care.
2. IC agrees to provide additional services at compensation rates based on type of service. These services include, but are not limited to:
* Business Innovation Services and Consulting at $\_\_\_\_\_\_\_ per hour
* Clinical Supervision at $\_\_\_\_\_\_\_ per hour
* Macro or Administrative Social Work Services at $\_\_\_\_\_\_\_ per hour
* Tele-Mental Health Services and Consulting at $\_\_\_\_\_\_\_ per hour
1. HCS will provide a paycheck and payment report (documenting billable sessions) to IC every two (2) weeks. Payment will be based on the remittance HCS received from direct client payments and insurance claims during the 2-week timeframe.
2. IC agrees to aggressively market him/herself to build their client load.
3. Currently, overall accounting and insurance billing is done in-house at no cost to IC. Should HCS require a hired biller in the future, 7% of money collected will be deducted from the IC’s paycheck to compensate the biller’s fees.

**CONFIDENTIALITY and OWNERSHIP OF INTELLECTUAL PROPERTY**

1. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of HCS which would reasonably be considered to be proprietary to the Client, including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of HCS and where the release of the Confidential information could reasonably be expected to cause harm to HCS.

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1. All intellectual property and related materials, including any trade secrets, moral rights, relevant registrations or applications for registration, and rights in any patent, copyright, trademark trade dress, industrial design and trade name (the “Intellectual Property”) that is developed or produced under this Agreement is a “work made for hire” and will be the sole property of HCS. The use of the Intellectual Property by HCS will not be restricted in any manner.
2. The IC may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of HCS. The IC will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**NOTICE**

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

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| * Hoxworth Counseling Services4695 N M37 Hwy, Suite AMiddleville, MI 49333
 | * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**INDEMNIFICATION**

1. To the fullest extent permitted by law, IC shall be liable for, and fully indemnify, and hold HCS, its owner and employees harmless from and against all claims, demands, actions and liability arising out of, resulting from, or attributable to IC’s performance or non-performance of any services or work covered by this agreement.
2. In the event that either Party breaches a material provision under this Agreement, the nondefaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the nondefaulting Party against all reasonable damages.

**ENTIRE AGREEMENT**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
2. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of this Agreement.
3. The IC will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of HCS.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. This Agreement may be terminated at any time by mutual agreement of the Parties
6. Except as otherwise provided in this Agreement, the obligations of the IC will end upon the termination of this Agreement.
7. Upon the expiration or termination of this Agreement, the IC will return to the Hoxworth Counseling Services any property, documentation, records, or Confidential Information which is the property of the Client.
8. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

[ ]  The IC has received, signed and returned a copy of the Statement of Faith.

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IC Name (printed) IC Title

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IC Address

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IC Phone # IC Email Address

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IC Signature Date Signed

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HCS Officer Name (printed) HCS Officer Title

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HCS Officer Signature Date Signed

*Independent Contractor Agreement - 09-2020*