

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into effective as of the ___ day of _____, between FamilyCounselingSanDiego.COM (the "Contractor"), and _____ ("Independent Contractor"), _____ (Degree, Title) duly licensed by the State of California, WHEREAS, Contractor is engaged in the practice of psychology / therapy / counseling and WHEREAS, Contractor desires to engage the services of the Independent Contractor on the terms and conditions hereinafter set forth, and the Independent Contractor agrees to provide such services; NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, Contractor and Independent Contractor covenant and agree as follows: Term. The term of this Contract shall commence on the _____ day of _____, and shall continue until terminated by either Contractor or Independent Contractor as set forth below.

COMPENSATION: The Independent Contractor shall be compensated monthly based on the total collected monthly revenues received during the prior month for services rendered by the Independent Contractor (hereinafter "Receipts") at the following rates:

For psychological service including therapy and evaluations of FamilyCounselingSanDiego.COM clientele, 60% of the receipts for the prior month's billing.

Independent Contractor shall be paid monthly, on the Contractor's regular pay day, based on fees collected during the previous pay period as provided herein.

Independent Contractor agrees to pay all federal and state taxes, Social Security, FICA assessments and other governmental charges arising from his receipt of payment by Contractor.

DUTIES: Independent Contractor shall provide psychological services to such patients as shall be assigned by Contractor. Independent Contractor will determine those days that he will work and will provide Contractor with reasonable notice of his schedule. Independent Contractor may elect to work additional dates and times as permitted by Contractor. Independent Contractor shall notify Contractor in advance of his vacation schedule.

Independent Contractor shall comply with federal and state laws governing the practice of professional services and shall also comply with Contractor's working rules and regulations; however, Independent Contractor shall use his professional training and judgment in the treatment of patients assigned to him.

RECORDS: Independent Contractor will maintain appropriate records relating to all services rendered by Independent Contractor. Such records shall be the sole property of Contractor; however, Contractor shall make copies of such records available to Independent Contractor in the event of legal action against Independent Contractor. Independent Contractor shall bear the cost of such copies at the rate normally charged by Contractor for patient copies of records. Contractor will retain such records as required by law. Independent Contractor will reimburse Contractor for any costs or other expenses incurred on account of Independent Contractor's failure to maintain records as required by law or contract.

Initials

Date

FACILITIES: Contractor will provide supplies, records and personnel suitable for the performance of Independent Contractor's duties in Contractor's sole discretion. The office will be open on days set by the Contractor.

Office Location is 10650 Scripps Rancho Blvd., Ste 131, San Diego, CA 92131.

MALPRACTICE INSURANCE: During the term of this agreement, Independent Contractor shall maintain, at his expense, malpractice insurance coverage in an amount no less than One Million Dollars per occurrence and Three Million Dollars aggregate and shall add Contractor and the Practice as additional insureds pursuant to said policy, if the insurance provider agrees to do same. At the termination of this agreement, Independent Contractor shall purchase and maintain, at his expense, insurance coverage in the same amount for any claims made after this agreement terminates that arise from services provided during the term of this agreement. Contractor and the Practice shall be named as additional insureds in this subsequent policy as well. Before the first day that Independent Contractor is scheduled to see patients, he shall provide Contractor with a copy of said insurance policy and a copy of his California licensure certificate.

Independent Contractor Expenses: Independent Contractor shall provide and pay for Independent Contractor's professional fees, dues, and continuing education, as well as access and maintenance of his own personal computer.

Independent Contractor's Limitations: Independent Contractor agrees that he will not: Appropriate any property belonging to Contractor nor pledge Contractor's credit.

Release or discharge any debt due to Contractor; Withhold any compensation received by Independent Contractor for services performed in Contractor's practice; Use, disseminate, disclose, copy, or obtain a list of Contractor's clients, patients or office practices, manuals, or forms.

Except as required to perform Independent Contractor's duties herein, Independent Contractor will not use, disseminate, disclose, copy, or obtain a copy of any patient or client files or financial records or employment records of any employees of Contractor.

Provide disability evaluations to any servicemen or servicewomen other than those referred by the Practice in any office not owned by Contractor; Disparage in any way Contractor, Contractor's practice, or Contractor's employees. Terminate, cancel, or reduce coverage of Independent Contractor's malpractice insurance.

TERMINATION: Either party may terminate this Agreement at any time after giving 30 days prior written notice, unless such termination is for cause. Grounds for termination for cause include suspension, restriction or loss by Independent Contractor of his or her license to practice psychology, therapy and/or counseling in the State of California and or any act of the Independent Contractor that Contractor considers materially harmful to the Practice. No notice is required if this agreement is terminated for cause. Independent Contractor agrees to immediately notify Contractor in the event Independent Contractor's license to practice psychology, therapy, or counseling is canceled, suspended, or otherwise impaired or investigated by any licensing Board.

RESTRICTIVE COVENANTS: The parties agree as follows: During the term of this agreement, Independent Contractor agrees not to perform, directly or indirectly, any type of psychological services, in San Diego California other than the Contractor's practice. Independent Contractor further agrees that this prohibition shall remain in effect for one year from the date Independent Contractor discontinues practicing psychology at the Practice or pay \$300.00 per insurance panel submitted for contractor by office.

Independent Contractor freely enters into this Restrictive Covenant and expressly agrees that the prohibited conduct set out herein is reasonable. Independent Contractor expressly waives the right to protest the reasonableness of the said prohibition.

NON-SOLICITATION: Independent Contractor further agrees that during the term of this agreement and for Two Years thereafter, he or she will not solicit, divert, or attempt to divert or take away any clients or patients of the Practice, including, without limitation, any patients consulted, interviewed, treated, evaluated, or cared for by him or her during the term of this agreement. Moreover for the same period of time, Independent Contractor agrees not to solicit, employ or contract with any of the Independent Contractors, clients, or employees of the Contractor.

Further, during and after the term of this agreement, Independent Contractor agrees that he or she will not disclose confidential or business information concerning the Contractor including identification of employees, patient lists, contracts, fee schedules, referral sources, practice financial and income information, special processes, supply sources, or future practice plans.

SPECIFIC PERFORMANCE: Any breach of the restrictive covenants or non-solicitation provisions contained shall be subject to performance by temporary and permanent injunction or other equitable remedies by a court of competent jurisdiction. The obtaining of such injunction shall not prevent the obtaining party from seeking and obtaining damages incurred as a result of such breach, either prior to or after obtaining such injunction.

LIQUIDATED DAMAGES: The parties agree that any breach of these restrictive covenants will result in forfeiture of monies due Independent Contractor as payment from Contractor. In addition, Independent Contractor will repay to Contractor as liquidated damages, all payments that Contractor made to Independent Contractor during the twelve months prior to termination of Independent Contractor's services as provided herein. Moreover, Independent Contractor stipulates that a violation of these restrictive covenants will subject Contractor to irreparable harm. Accordingly, Independent Contractor agrees that Contractor may petition the Court for injunctive relief from a violation of this agreement.

EXPENSES AND FEES: Each party shall pay all consultant, attorney or accountant's fees and expenses incurred by such party with respect to this agreement. Each party acknowledges his or her right to separate legal counsel. Law governing: This agreement shall be governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties, and any prior conversation or writing is merged herein and extinguished. No subsequent

amendment to this Agreement shall be binding on either party unless reduced to writing and signed by both parties hereto.

SEVERABILITY: In the event any section of this Agreement shall be adjudged invalid, unethical, or unconstitutional, such adjudication shall in not affect the other sections, which shall remain in full force and effect as if the section so declared or adjudged invalid were not originally part hereof. Assignment: The provisions of this agreement shall be assignable only by Contractor.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement the day and year first written in accordance within the law of the State of California County of San Diego.

Group Officer: Signature

Walter PM LMFT
Walter Martin LMFT
EIN# ~~56-2449295~~ 81-3792267
NPI# 1659777662
License# LMFT 51509

Independence Contractor: Signature

Print _____
Tax ID # _____
NPI# _____
License# _____ Expire _____
Phone _____
Address _____
City _____
Zip _____

Check List - Copy Needed for insurance panel

- 1) License to practice
- 2) Insurance Personal Liability
- 3) W-2 Form
- 4) CAQH #
- 5) Insurance Contractor #s
- 6) Color Photo
- 7) Bio for website in 3rd person.
- 8) Letter of recommendation within last 2 years (3 professional references)
- 9) Explanation of any negative history insurance may find
- 10) CV / Resume for all work within last 7 years.