

**PsyBar, LLC**  
**5151 Edina Industrial Blvd, #675**  
**Minneapolis, MN 55439**  
**(Phone 952/285-9000)**  
**(Fax 952/848-1798)**

**Updated 8/13/2009**

**PSYBAR, L.L.C.**  
**INDEPENDENT CONTRACTOR AGREEMENT**

PsyBar attempts to recruit a highly qualified group of psychologists and board-certified psychiatrists who are capable of rendering services in potentially adverse legal environments and to evaluate persons or provide professional services, often for insurance matters or for other contract-related matters. PsyBar clients rely upon PsyBar to select doctors in various states to assist them in obtaining psychiatric and psychological services from independent contractors.

NOW THEREFORE, the parties agree as follows:

**SECTION 1**  
**Provision of Consultation Services**

**Section 1.1 Provision of Consultation Services.** Independent Contractor shall provide consultation services to PsyBar clients as authorized in writing by PsyBar in a timely, prompt and efficient manner and in accordance with the protocol if any, established and delivered to Independent Contractor by PsyBar. Independent contractor will perform services in a fair, honest, and objective fashion, without regard to the financial interests of Independent Contractor or PsyBar's client.

**Section 1.2 Maintenance of Licenses.** Independent Contractor shall maintain, and shall assure that all professionals employed by or under contract with Independent Contractor to render Consultation Services to PsyBar clients maintain, all applicable federal, state and local licenses, certifications, and permits, without restriction, required to provide services in their respective professional fields.

**Section 1.3 Quality Assurance.** Independent Contractor shall cooperate with all utilization management, quality assurance, grievance, or other similar programs established by PsyBar, and Independent Contractor will abide by the ethical standards set by their respective professional associations. PsyBar will never supervise Independent Contractor, but may offer professional consultation.

**Section 1.4** Independent Contractor will comply with all applicable state and federal laws and regulatory requirements concerning this consultation service and contract.

**Section 1.5 Authorization and Notification Requirements.** All Consultation Services provided by Independent Contractor for PsyBar examinees must be authorized by PsyBar in writing prior to the provision of such services for payment to be made.

**SECTION 2**  
**Payment for Consultation Services**

PsyBar shall pay Independent Contractor for Consultation Services authorized by PsyBar as specified in specific work authorization agreement that will be given to the Independent Contractor at the start of every case. Fees are negotiable at the beginning of every case. Independent Contractor work products must meet PsyBar quality standards before payment will be made.

Independent Contractor shall accept as payment in full for Consultation Services provided to PsyBar clients such amounts as are paid by PsyBar. In no event shall Independent Contractor bill a PsyBar client for any fees.

### **SECTION 3**

#### **Relationship Between Parties**

The relationship between PsyBar and Independent Contractor is solely that of Independent Contractor, and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including that of employment, supervisory relationship, agency or joint venture.

This is a non-exclusive relationship, and PsyBar is free to contract with any other expert for services.

### **SECTION 4**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 4.1 Independent Contractor Hold Harmless and Indemnification.** Independent Contractor shall defend and hold harmless and indemnify Company against any and all claims, liabilities, damages, or judgments asserted against, imposed upon or incurred by Company that arise out of the acts or omissions of Independent Contractor or Independent Contractor's employees, agents, or representatives in the rendering of Consultation Services to a Company Client or Company Clients.

**Section 4.2 Independent Contractor Liability Insurance.** Independent Contractor shall procure and maintain, (1) medical malpractice or professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate (three million dollars aggregate for psychiatrists), that covers forensic assessment services. Independent Contractor shall also assure that all professionals employed by or under contract with Independent Contractor to render Consultation Services to PsyBar clients procure and maintain such insurance, unless they are covered under Independent Contractor's insurance policies.

### **SECTION 5**

#### **Name, Symbols, and Service Marks**

Independent Contractor's name, qualifications, including copies of his or her resume or curriculum vitae shall be available for use by PsyBar for presentation to PsyBar clients and prospective clients (as necessary), and other purposes.

### **SECTION 6**

#### **Books and Records**

**Section 6.1 Privacy of Records.** Company may, at its discretion, release all Independent Contractor records to the Company Client. Company and Independent Contractor shall maintain the confidentiality of all information from consultation services, in accordance with applicable Federal and State laws and regulations and professional ethics codes. Independent Contractor agrees to abide by applicable Federal and State privacy and confidentiality regulations, statutes and laws. Independent Contractor agrees that Company may maintain and evaluate the reports and other information provided by Independent Contractor in the course of performing services under this agreement and may disclose the foregoing (consistent with legal requirements) with Company Clients or prospective Clients and Independent Contractor waives and releases Company from all claims arising therefrom or related thereto. Company and Independent Contractor shall use medical records/PHI for only the original purpose that they were intended. Emails or any other electronic communications sent to Company by Independent Contractor containing protected health information (PHI) shall be encrypted. All PHI on paper will be stored in a locked cabinet in locked offices. PHI on computers will be protected by firewall and be accessible only by "need to know" staff with complex passwords required to access that information. No PHI shall be communicated using a personal e-mail address. Unless otherwise required by

law, rule or regulation, all PHI will be destroyed after 10 years via paper shredder or similar means, or by scrubbing it from the computer hard drive. Hard drives from old computers shall be destroyed after the computer is no longer used. If there are any security breaches of this information provided by PsyBar or PsyBar's client(s), Independent Contractor shall record that/those incident(s) and report them immediately to PsyBar.

## SECTION 7

### Noncompetition

**Section 7.1 Noncompetition.** PsyBar has a significant investment in development of referral sources. By being selected for our panel, the independent contractor agrees that if PsyBar introduces you to a new referral source (one that you have not worked with before forensically) you will not accept forensic business from that client, directly or indirectly, for two (2) years after providing services to that referral, except through PsyBar.

## SECTION 8

### Miscellaneous

**Section 8.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties in regard to its subject matter.

**Section 8.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

**Section 8.3 Photocopy and Enforcement.** A photocopy of this agreement will be considered as valid as the original. If any part of this agreement is deemed to be invalid, the remainder of the agreement shall be enforceable.

**Section 8.4 Malpractice Insurance.** Independent Contractor authorizes and requests that the professional malpractice insurance company listed below release all confidential information regarding the status of his/her malpractice insurance and complete history of malpractice claims directly to PsyBar LLC. The purpose of this release is to verify my eligibility for inclusion in the PsyBar LLC professional provider network. This consent shall expire after a period of three years from the date of my signature below. Independent Contractor does not require notification each time his/her malpractice insurer releases information to PsyBar LLC. In consideration of this consent, PsyBar and the malpractice insurance carrier is released from any and all liability arising therefrom. A photocopy of this form is as valid as the original.

Insurance Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Important!) Insurance fax number to send request: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Policy number: \_\_\_\_\_

**Section 8.5 Board Certification for MD Independent Contractors.** The Independent Contractor, if a medical doctor, certifies that s/he is a board certified psychiatrist.

**Section 8.6 Conduct.** Independent Contractor is either a licensed psychiatrist or psychologist, and has obtained and maintains any and all permits, licenses, approvals, authorizations and registrations under federal, state and local laws, which may be necessary for the execution and performance of Independent Contractor's responsibilities for PsyBar. Independent Contractor agrees to notify PsyBar if he/she has ever: a) had his/her licensed revoked or suspended, been sanctioned by or are being reviewed by any Professional Ethics Body, State Licensing Board or other regulatory body, b), had his/her membership in any professional organization suspended or revoked, c) received any official reprimand from any professional organization, d) had a felony conviction, and/or e) had a hospital or other health care organization reduce or suspend privileges or invoked probation on his/her activities.

Professional services through PsyBar are often rendered in the context of litigation. Professional or personal issues which could affect the Independent Contractor’s credibility in court are very material to the independent contractor’s status as a PsyBar referral source. Except as noted below, independent contractor certifies that no such matters exist that would significantly impact the Independent Contractor’s credibility. Should any other such matters arise, Independent Contractor will notify PsyBar promptly. Independent Contractor warrants that his/her professional activities are not limited to performing Independent Medical Evaluations and that he/she actively treats patients.

To allow us to perform a standard credentials review through the National Practitioner Data Bank we request the following information:

Other Names Used: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

SSN: \_\_\_\_\_

State Licensure Number: \_\_\_\_\_

Type of Organization (Choose One):

Group/Individual Practice \_\_\_\_\_

General Hospital ..... \_\_\_\_\_

Psychiatric Hospital ..... \_\_\_\_\_

Rehabilitation Hospital ..... \_\_\_\_\_

Other (Please Specify)..... \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PSYBAR, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

[INDEPENDENT CONTRACTOR]

x \_\_\_\_\_