

PsyBar, LLC
6600 France Avenue South, Suite 640
Edina, MN 55435
Telephone: (952) 285-9000
Facsimile: (952) 848-1798

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PSYBAR, L. L. C.
INDEPENDENT CONTRACTOR AGREEMENT

PsyBar attempts to recruit a highly qualified group of psychologists, psychiatrists and medical doctors (herein referred to as Independent Contractors) 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.

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. Independent Contractor agrees to provide PsyBar with all forensic services at the Independent Contractor's most favorable forensic rates.

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. The Independent Contractor agrees that (s)he has not and will not enter into any agreement or relationship with any other referral organization, independent medical examination provider, file/peer review company, behavioral case management company, or any other entity or individual, that would in any way restrict my ability to accept referrals from or perform services for PsyBar, or otherwise interfere with the performance of my obligations under this agreement. This means you can work for other competitors as long as it does not limit the services you perform for PsyBar.

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 of 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 three million dollars (\$3,000,000) aggregate, 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 encrypted and 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 (such as an insurance company), directly or indirectly, for two (2) years after providing services to that referral, except through PsyBar. All PsyBar evaluation protocols/outlines are considered PsyBar's trade secrets. The Independent Contractor agrees to not release them to any party or use them for any purposes other than PsyBar evaluations without PsyBar's written permission.

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 Board Certification required for all Independent Contractors. The Independent Contractor must be Board Certified in their specialty and provide proof of said certification.

Section 8.5 Conduct. Independent Contractor 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 license revoked or

suspended, been sanctioned by or are being reviewed by any professional organization, b) received any official reprimand from any professional organization, c) had a felony conviction, and/or d) 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.

Section 8.6 Assignment. This agreement may be assigned, in whole or part, by PsyBar in its sole discretion and without notice to or consent from Independent Contractor. However, Independent Contractor may not assign this Agreement without the specific written consent of PsyBar.

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 _____, 2016.

PSYBAR, L.L.C.

By: _____

Its: _____

X _____

Doctor Signature

AGENT AGREEMENT
REGARDING BUSINESS ASSOCIATE REQUIREMENTS

EFFECTIVE DATE: _____, 2016 ("Effective Date")

PARTIES:

PsyBar, LLC ("Business Associate")

Doctor Name ("Agent")

RECITALS:

A. Business Associate is a professional services company offering vocational and psychological/psychiatric consultation and evaluation services that, among other things, acts as a "business associate" to certain of its clients; in that role, Business Associate has access to the Protected Health Information of certain "covered entities," as defined in the Privacy Rule (each a "Covered Entity").

B. Agent is an independent contractor of Business Associate that may receive Protected Health Information from Business Associate on Business Associate's or Covered Entity's behalf in certain situations.

C. Business Associate has entered into one or more agreements (collectively, the "Business Associate Agreements") with Covered Entities under which Business Associate has agreed to comply with certain HIPAA obligations related to Business Associate's receipt, use, disclosure, maintenance, or creation of Protected Health Information.

D. The Business Associate Agreements require Business Associate to ensure that its subcontractors or agents who may receive Protected Health Information agree to certain of the

restrictions and conditions that apply to the Business Associate with respect to the Protected Health Information.

E. The parties desire to enter into this Agreement to reflect their understandings and obligations with regard to Protected Health Information.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

AGREEMENTS:

1. Catch-All Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Specific Definitions.

(a) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean protected health information that is transmitted in or maintained by electronic media.

(b) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Parts 160 and 164.

(c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A, D and E.

(e) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.

(f) Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

3. General Restrictions. Agent agrees that it (i) will not use or disclose Protected Health Information other than as permitted or required in this Agreement or as Required By Law; (ii) will use appropriate safeguards to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement; and (iii) will mitigate, to the extent practicable, any harmful effect that is known to Agent of a Use or Disclosure of Protected Health Information by Agent in violation of the requirements of this Agreement, including any Breach. Agent will comply with the provisions of the Privacy Rule and Security Rule to the extent such regulations apply directly to Agent.

4. Reporting Disclosures and Breaches. Agent agrees to report to Business Associate:

(a) any improper use or disclosure of the Protected Health Information within 10 days of discovery of such improper use or disclosure, even if such improper Use or Disclosure is not a Breach;

(b) any Security Incident of which it becomes aware, within 5 days of discovery; and

(c) any Breach or probable Breach, within one day of becoming aware of the Breach or probable Breach. Agent may make the initial report orally, but shall provide a full written report to Business Associate within five days of providing oral notice. Each report (oral or written) shall include, to the extent available at the time of the report, a description of the breach, the PHI disclosed (including names and contract information), and a description of any remedial action(s) taken by Business Associate.

5. Safeguards. Agent agrees to implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Business Associate.

6. Access. Agent agrees that if information in its possession constitutes a Designated Record Set, it shall provide access to Business Associate or Covered Entity, at Business Associate's or Covered Entity's request, in the time and manner determined by Business Associate or Covered Entity, to Protected Health Information in such Designated Record Set.

7. Amendment. Agent agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Business Associate or Covered Entity directs, in the time and manner determined by Business Associate or Covered Entity.

8. Accounting of Disclosures. Agent agrees, in the time and manner determined by Business Associate or Covered Entity, to document disclosures of Protected Health Information and such information related to such disclosures as would be required for Business Associate to respond to a request for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide such an accounting as requested by Business Associate or Covered Entity.

9. Government Access. Agent agrees to make available to Business Associate, the Covered Entity, and the Secretary of the Department of Health and Human Services ("HHS"), for purposes of determining compliance with this Agreement and the HIPAA Rules, Agent's internal practices, books, and records relating to the use and disclosure of Protected Health Information, in the time and manner determined by Business Associate, Covered Entity, and the Secretary of HHS.

10. Permitted Use and Disclosure. Agent may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Business Associate as specified in agreements between the parties, provided that such Use or Disclosure would not violate the Privacy Rule if done by Business Associate. Agent may Use Protected Health Information for the proper management and administration of Agent or to carry out the legal responsibilities of Agent. Agent may Disclose Protected Health Information for the proper management and administration of Agent, provided that such Disclosures are (a) Required By Law; or (b) Agent obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Agent of any instances of which it is aware in which the confidentiality of the information has been breached. In no event shall Agent, without Business Associate's prior written

approval, provide Protected Health Information received from, or created, received, maintained, or transmitted by, Agent on behalf of Business Associate to any employee or agent, including a subcontractor, if such employee, agent or subcontractor receives, processes, or otherwise has access to the Protected Health Information outside of the United States.

11. Data Aggregation. Agent shall not Use Protected Health Information to provide Data Aggregation services to Business Associate or Covered Entity unless authorized in writing by Business Associate.

12. De-Identification. Agent shall not de-identify Protected Health Information unless authorized in writing by Business Associate.

13. Sale, Marketing and Fundraising. Agent shall not Use or Disclose Protected Health Information for Sale, Marketing or Fundraising unless authorized in writing by Business Associate.

14. Notification to Agent. Business Associate shall notify Agent of: (i) any limitation(s) directed by an Individual or Covered Entity, to the extent that such limitation may affect Agent's Use or Disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Agent's Use or Disclosure of Protected Health Information; and (iii) any restriction to the Use or Disclosure of Protected Health Information that Business Associate must follow in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Agent's Use or Disclosure of Protected Health Information.

15. Requests. Business Associate shall not request Agent to Use or Disclose Protected Health Information in any manner that would not be permissible if done by Business Associate.

16. Subcontractors and Agents. Agent agrees that if it engages another agent, including a subcontractor, to perform services on behalf of Business Associate, and provides Protected Health Information or Electronic Protected Health Information to such agent or subcontractor, it will ensure that such agent or subcontractor signs an agreement containing provisions identical to the provisions of this Agreement. Agent agrees to ensure that any such agent or subcontractor to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.

17. Term; Termination for Breach; Effect of Termination.

(a) Term. This Agreement shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided to Agent, or created, received, maintained, or transmitted by Agent on behalf of Business Associate, is destroyed or returned to Business Associate or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions of this Section 16.

b) Breach. Upon Business Associate's knowledge of a material breach by Agent of this Agreement, Business Associate shall provide an opportunity for Agent to cure the breach. If such breach is not cured within the time stated by Business Associate, Business Associate may terminate this Agreement.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Agent shall destroy or return to Business Associate or Covered Entity all Protected Health Information provided by Business Associate to Agent, or created or received by Agent on behalf of Business Associate, or, if it is infeasible to return or destroy Protected Health Information, Agent shall provide to Business Associate or Covered Entity notification of the conditions that make return or destruction infeasible. Termination of a Business Associate Agreement between Business Associate and a Covered Entity shall result in Agent's destruction or return of all Protected Health Information held by Agent regarding the Covered Entity in question. Upon the mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, and Agent shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agent maintains such Protected Health Information.

18. Amendment. The Parties agree to negotiate to amend this Agreement as necessary to comply with any amendment to any provision of HIPAA or its implementing regulations set forth at 45 CFR parts 160 and 164, including, but not limited to, the Privacy Rule or the Security Rule.

19. Indemnification. Agent agrees to indemnify, defend and hold harmless Business Associate, Covered Entity, and each of their directors, officers, agents, shareholders and employees from and against any and all claims, demands, losses, expenses, costs (including reasonable attorneys' fees), damages and causes of action arising from or relating to Agent's breach of this Agreement. In the event of a Breach by Agent, its agents, employees, or subcontractors, Agent will reimburse and indemnify Covered Entity's and Business Associate's expenses and costs, including attorney's fees, that are reasonably incurred due to the Breach, including costs associated with the notification of Individuals and the media, as well as credit monitoring and other mitigating actions if determined necessary by Covered Entity.

20. Injunctive Relief. The parties acknowledge that the remedy at law for any breach of the terms of this Agreement are inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Agent or any of its subcontractors of the terms of this Agreement, Business Associate shall be

entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

21. Survival. Sections 17, 19, 20, and 21 of this Agreement shall survive the termination of the Agreement.

22. Interpretation. Any provision of an agreement between the parties that is directly contradictory to one or more terms of this Agreement shall be superseded by the terms of this Agreement as of the date hereof to the extent and only to the extent of the contradiction. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule or Security Rule issued by HHS or the Office of Civil Rights from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each.

BUSINESS ASSOCIATE (PSYBAR)

By: _____

Its: _____

AGENT (DOCTOR)

By: _____