

INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (this "Agreement") is made _____, 20__ ("Date of Agreement"), between the Colorado Farm Bureau Foundation ("CFBF"), an affiliated entity of the Colorado Farm Bureau, and _____ ("Contractor").

I. RECITALS

The Contractor is a provider of mental health treatment services.

CFBF wishes to pay for counseling services ("Services") to be provided to agriculturalists and rural community members through the *Colorado Agricultural Addiction and Mental Health Program* ("Program").

CFBF desires to engage Contractor to provide Services to eligible parties.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

II. SCOPE OF ENGAGEMENT

During the term of this Agreement, Contractor's responsibilities will be to:

- A. Administer Services to eligible parties participating in the Program upon request by the participant. Services will be provided as appropriate, based on Contractor's professional experience, education, certifications, and licenses, during the term of this Agreement.
- B. Maintain at all times, at Contractor's sole cost and expense, the necessary and applicable licenses and certifications of Contractor's profession or as otherwise necessary to perform under this Agreement, and make proof of such certifications available for inspection by CFBF upon request.
- C. Comply at all times, at Contractor's sole cost and expense, with any and all ethical requirements of Contractor's profession and all federal, state and local laws, ordinances, regulations and rules relating to, governing or regulating the practice of Contractor's profession.
- D. Obtain the appropriate informed prior written consent from each individual receiving Services.
- E. Maintain in strict confidence all client and customer information, including but not limited to client and customer names, locations, and individual participants' results, and provide CFBF with limited information about Services provided under the Program as requested by CFBF, consistent with the Health Insurance Portability and Accountability Act (HIPPA).
- F. Perform all Services in a highly professional manner.

III. FEES AND EXPENSES

- A. In consideration of this engagement, CFBF will pay Contractor a fee of \$100.00 per hour for Services provided, as evidenced by the submission of an issued session associated with a voucher. Contractor will submit vouchers according to CFBF Program policies and procedures, attached as Exhibit A. CFBF will issue payment to Contractor on a monthly basis for vouchers submitted in the prior month. No additional expenses will be reimbursed.
- B. Contractor is limited to reimbursement for six sessions per voucher under the Program. CFBF is not obligated to pay for subsequent Services or services outside of the scope of this Agreement that Contractor may provide to an individual.
- C. Program participants that choose to continue receiving Services after exhausting vouchers or that seek services outside the scope of this Agreement may be eligible for coverage under Medicaid (Health First Colorado), and Contractor is responsible for verifying patient eligibility for Medicaid benefits and compliance with Medicare laws if providing such services.

- D. Contractor agrees that it will not request Medicare or Medicaid reimbursement for Services provided to an individual and reimbursed by CFBF.
- E. Additional service may be provided for self-pay where alternative eligibility is not in breach of ethical and contractual obligations.

IV. TERM AND TERMINATION

- A. The initial term of this Agreement will be one year, commencing on the Date of Agreement. Upon the expiration of the initial term, this Agreement will be automatically renewed for successive one-year terms unless otherwise terminated by CFBF or Contractor as provided for herein.
- B. Either party may terminate this Agreement without cause immediately upon prior written notice to the other party. Termination will take effect immediately on receipt of notice or five days after the mailing of notice, whichever occurs first. This Agreement will terminate automatically and without notice upon any loss of Contractor's necessary and applicable licenses or certifications.
- C. Contractor will be entitled to all amounts payable for Services rendered prior to the expiration or termination of this Agreement, and CFBF will not be obligated to reimburse vouchers for Services provided after the expiration or termination of this Agreement. Upon expiration or termination of this Agreement, Contractor will notify its clients participating in the Program that Contractor is no longer authorized to provide Services or accept vouchers under the Program.

V. CONTRACTOR IDENTIFICATION AND REFERRAL

- A. Contractor authorizes CFBF to use Contractor's name, likeness, and professional information, which will be supplied by Contractor, publicly on the Program's website and in advertising for the Program.
- B. Program participants will have the sole discretion in choosing their provider from a list of CFBF contractors authorized to provide Services under the Program. CFBF does not guarantee that any Program participant will use or continue to use Contractor's Services, and Program participants are not required to use all vouchers with the same provider. Contractor will deny service in individual cases if required to do so by acceptable industry practices or by applicable law.

VI. INSURANCE AND INDEMNIFICATION

- A. During the term of this Agreement, Contractor will procure and maintain professional liability insurance in connection with the Services to be performed under this Agreement. Contractor will provide CFBF with a copy of the Certificate of Insurance evidencing the existence of such coverage if requested by CFBF.
- B. Contractor will indemnify, defend, and hold Colorado Farm Bureau and its affiliates, including CFBF, and their respective officers, directors, employees, and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses, costs, or actions of any kind or nature arising by reason of Contractor's acts or omissions in the course of performing their obligations under the terms of this Agreement.

VII. INDEPENDENT CONTRACTOR, TAXES AND BENEFITS

- A. CFBF and Contractor agree that Contractor will be a non-exclusive independent contractor with respect to CFBF. Nothing in this Agreement will be construed or deemed to create a partnership, a joint venture, an employment, or any other type of relationship other than as two independent businesses. Contractor assumes all rights, obligations and liabilities applicable to it as an independent contractor. CFBF will have no direct control over the methods or means by which Contractor will perform the Services under this Agreement, and at all times during this engagement, Contractor will exercise independent professional judgment in connection with the performance of Services under this Agreement.

- B. Contractor will be responsible for all federal and state income tax on any moneys paid pursuant to this Agreement. Contractor will not be entitled to unemployment insurance benefits or workers' compensation benefits unless such coverage is provided by the Contractor or some other entity. CFBF will not withhold any funds from Contractor's compensation to pay taxes, unemployment insurance, social security or any other taxes or fees on behalf of Contractor or its employees.

VIII. MISCELLANEOUS PROVISIONS

- A. This Agreement contains the entire understanding and agreement of the parties with respect to the matters set forth in this Agreement. This Agreement supersedes all prior or contemporaneous understandings, representations or agreements, whether written or oral.
- B. Contractor may not assign this agreement, in whole or in part, to a third party.
- C. This Agreement may not be modified, altered or amended except by a subsequent written instrument executed and agreed upon by both parties.
- D. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will be severable and nevertheless continue in full force and effect without being impaired or invalidated in any way.
- E. This Agreement will be governed by and construed in accordance with the laws of Colorado.
- F. This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without the necessity of production of the others.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Date of Agreement.

COLORADO FARM BUREAU FOUNDATION

By:

Name: Rebecca B. Edlund
Title: CAAMHP Program Director
Company: Colorado Farm Bureau Foundation

CONTRACTOR

By:

Name: _____
Title: _____
Company: _____

Exhibit A

Program

Voucher Submission Policies and Procedures

1. Vouchers must be submitted within 5 (five) days of completing a session with a client.
2. Contractor will submit vouchers by completing the web form provided.
3. Contractor will provide the following information to complete the web form:
 - a. Date of Submission
 - b. Contractors Name
 - c. Contractors Email
 - d. Date of Appointment
 - e. Time of Appointment
 - f. Voucher Identification Number
 - g. Issue of Voucher Utilized
 - h. Gender of Client
 - i. Age of Client
 - j. Client's Experience with Counselling
 - k. Ethnicity
 - l. Marital Status
 - m. Residence
 - n. Role in Agriculture
 - o. Suicide Status
 - p. Reason for Assistance
 - q. Primary Diagnosis
 - r. Session Provided
 - s. Follow-Up Provided
4. Vouchers expire one year after issuance by CFBB, however, individuals can request that some or all vouchers be renewed.
5. Questions about vouchers should be directed to the program administrator: *Rebecca Edlund, 303.749.7509, Becca@ColoradoFB.org*