

1099 AGREEMENT - MENTAL HEALTH COUNSELOR / TARGETED CASE MANAGER / PSR

RECITALS:

This Agreement between the **Contractor**, and The Lukas Counseling Company LLC and Psychamerica Behavioral Services LLC and Lukas Psychiatric Associates LLC are hereafter named "Agency", "Practice", "Company", each referring to and as separate entities, made and entered into under the following circumstances:

- WHEREAS Agency is engaged in the business of owning and operating a healthcare services company which offers and provides counseling, therapy, and other related services; and
- WHEREAS, Agency desires, on the terms and conditions stated herein, to contract the Independent Contractor to perform services that the Agency offers; and
- WHEREAS, the Contractor desires, on the terms and conditions stated herein, to be contracted by these two Companies/Agencies.

NOW THEREFORE, in consideration of the foregoing recitals, and of the promises, covenants, terms and conditions contained herein, the parties hereto agree as follows

NATURE OF THE RELATIONSHIP BETWEEN THE CONTRACTOR AND THE AGENCY

- Independent Contractors, also called 1099 contractors, freelance workers, contractors, or free agents, are companies or individuals who are in business for themselves, realizing a profit or loss depending on their efforts and risks.
- The Contractor is an independent practitioner of the Practice, and has specialized training, education, or experience related to the services to be rendered.
- The Contractor must complete training that is pertinent to the services to be performed, at his/her expense. This training is required per funding sources, not by the Agency, in order to bill for services. Furthermore, this training is not in any way related to training that a Contractor would have to do in order to perform the job (e.g. how to do counseling sessions).
- The Contractor can choose how to complete his/her services. The Practice shall have no right to deem what methods of therapy, psychiatry, case management, or evaluation are appropriate, as those are left to the Contractor's experience and expertise. The Agency expects insurance-compliant documentation in order to verify services were provided and to properly bill a claim.
- The Contractor, due to this industry regulations and the nature of the profession, must agree by the industry's basic standards in this agreement in order to contract with the Practice (e.g. have a valid license; protect client's confidentiality).
- The Contractor sets his/her own hours, schedules, and session locations, and can work any time he/she wants.
- The Contractor can choose which types of clients and therapeutic issues to work with and is not forced to take any clients by the Practice.
- The Contractor works for any business, agency, or other private practices he/she wants. Furthermore, the Contractor is responsible for networking and generating referrals for him/herself, with the understanding that the Practice might also be able to offer the Contractor referrals for services (i.e. Clients) in the Contractor's specialty, location preferences, etc.
- The Contractor does not receive performance evaluations, raises, or performance improvement plans.
- The Contractor uses his/her own tools, materials, and supplies of the trade during sessions or services, including an e-mail address and cell phone number to use for all practice-related communication, and understands that the Practice will not be providing any of such materials.
- The Contractor is paid for specific billable services performed, not for time spent doing such services, and as such, can realize a profit or a loss (e.g. if a service is deemed not billable, the Contractor would have suffered a loss). The Contractor does not keep a timesheet of time spent on services.
- The Contractor is not "employed" by the Practice and is not a material or key person in such Practice (e.g. Management).
- The Contractor is not guaranteed a "regular steady paycheck" (such guarantee belongs in an Employer-Employee relationship only). The Practice makes payments to the Contractor for those services rendered, however, such amounts always vary, and even though the Practice provides a guideline as to when those services will be paid, the Contractor must realize that such is only a guideline, and delays may occur due to circumstances beyond the Practice's control.
- The Contractor does not have taxes withheld from payments.
- The Contractor does not qualify for health benefits, unemployment insurance, worker's compensation, mileage reimbursement, or job-expense reimbursements.
- The Contractor's relationship with the Practice is not permanent, and each agreement is valid for only one year unless renewed.

DURATION

This agreement shall be valid for up to **TWO YEARS**, commencing on ___DATE SIGNED___, and ending on **12/31/2026**, unless this agreement is otherwise terminated early by either party before that time. After such one date, and unless the Agency or the Contractor terminate it at the said date-mark, this contract shall automatically extend for an additional 30 days, to which at that point, if the Agency and the Contractor agree on a continued course after such period, a NEW contract MUST be signed.

SCOPE OF WORK

Quality of Assignments. The Agency cannot determine in advance the quantity of assignments the Contractor can expect to receive as that will be driven by fluctuating business needs. The Agency does not allow Contractors to receive pay advances that are not matched against billable notes, unless approved by the Owner on a case-by-case basis. Contractors can wait for cases to be assigned to them or self-refer their own caseloads. Please refer to the Agency's policies for details on self-referrals.

Services to be Rendered:

The Contractor shall perform therapy, case management, and/or psychosocial rehab services as professionally qualified.

Outside Expenses. All expenses incurred by the Contractor during the duration of this agreement are the sole responsibility of the Contractor. This includes costs related to driving to and from client's homes or locations where services are rendered.

OnGoing Expected Training. Contractor agrees to successfully complete any DCF Required Trainings and other Medicaid Fraud & Abuse Trainings that the Agency gives the Contractor to complete, within 7 days of being asked to do so. The Contractor must also complete training that is pertinent to their work, either due to Agency or funder requirements, at the contractor's expense.

License. The Contractor must maintain relevant licensure in good standing in the state of Florida for the duration of this Agreement. If not yet licensed by the State of Florida, Contractors are required to provide proof of Registered Intern status, as well as name and contact information of their Clinical Supervisor approved by the State of FL Department of Health.

Payments

Certain claims are paid in Advance to the Contractor, and others are paid when the insurance company pays the claim. These policies and procedures are outlined at orientation and are available on the staff website at any time for Contractor's review. Rates for performed services are listed on the staff website, and subject to change at any time with a 7 days written notice.

Quality Assurance & Paybacks. The Agency is ultimately responsible for the overall quality of all documentation, and as such, certain procedures are in place in order to make sure all documentation meets insurance standards. Should the Agency determine that the Contractor is not following insurance standards when completing documentation, Agency will (a) conduct a complete investigation into all of the Contractor's documentation, and (b) may request a payback from the Contractor for all of those notes which were deemed as non-compliant. Current payback policies are listed on the staff/practitioner website. These policies, responsibility, and obligation will survive this agreement should the Contractor no longer be at the Agency at the time that non-compliant document is found. Should that be the case, the Agency will invoice the Contractor for the payback amount, and the Contractor shall submit payment for these types of paybacks within 30 days.

BASIC INDUSTRY REQUIREMENTS AS A MENTAL HEALTH PROFESSIONAL

The Contractor shall be required to follow certain industry requirements and expectations. These are not necessarily requirements from the Agency, but ones that are followed industry-wide, and provide a certain basic level of care to clients while meeting insurance reimbursement requirements:

1. Contractor agrees to keep any electronic record in a safe and secured location; agrees to protect his/her electronic signature and understands that documents carrying such electronic/digital signature will be considered as good as original ink signatures; agrees to password-protect all client-related documents that need such passwords; and agrees to always protect client's personal information when communicating any information related to client-care.
2. Client calls should be returned within 48 hours at the very latest.
3. **Client's Eligibility** – Contractor acknowledges that he/she is responsible for making sure each client on the caseload is active each month. Agency will check eligibility, but such event, due to factors outside of our control, sometimes yield inaccurate results, therefore, Contractor should ASK each of his/her clients at the beginning of each month, to see if their insurance has changed or lapsed, to avoid providing services that cannot be reimbursed or paid.

4. Client names may be stored in the phone with NO other identifying info. Phones being used for emails must be equipped with a password. You may save client names, but do not save them as "Lukas Counseling client". Voicemail should be equipped with a password, and the Contractor shall ONLY use Lukas' provided email address to communicate matters of business. ALL client related documents in Contractor's car must be securely stored. You can obtain a lockbox from any office supply store or on Amazon. Lock Box should be kept in your locked trunk. If the Contractor's car is broken into and documents are stolen, you must report this to your Director immediately. This requires an Incident Report and HIPAA notification
5. Timely Submission - Notes are expected to be submitted within 72 hours from the date of service. ANY BILLABLE DOCUMENTATION SUBMITTED AFTER 30 DAYS FROM THE DATE OF SERVICE HAS A NEGATIVE IMPACT ON OUR ABILITY TO PROVIDE RESPONSIBLE, ETHICAL CLINICAL TREATMENT AND MAY AFFECT OUR MEDICAID AND INSURANCE PLAN REIMBURSEMENTS. THEREFORE, **THE AGENCY WILL ONLY REIMBURSE FOR SUCH DOCUMENTATION SUBMITTED WITHIN 180 DAYS FROM THE DATE OF SERVICE.** The contractor acknowledges that notes submitted after 30 days MAY NOT be compensated, although will still need to be submitted as part of the client's chart and for quality care purposes.
6. Case Concerns, Assignments, & Behavior - The Contractor shall communicate with the Office or Clinical Manager or CEO if the Contractor has concerns about a case assignment within 48 hours of such assignment. The Contractor shall be able to accept any case he/she wants depending on the Contractor's qualifications and desires. The Contractor is not obligated to take on any case by the Agency that he/she does not want to take. The Contractor shall communicate regularly with the Clinical Manager or Lead practitioner within the Agency to inform the group of zip codes the Contractor is willing to travel to for client visits and to inform the staff when the Contractor has a full workload and cannot accept additional assignments or cases. **Any form of intimidation, bullying, or aggressive behavior from the Contractor shall be cause for immediate termination of the agreement.**
7. **School-Referred Cases** - These types of cases often have monthly summaries or other paperwork that is REQUIRED to be completed by the Contractor.
8. **The contractor shall obey all policies and procedures of the agency**, which are necessary to comply with quality care and insurance requirements. Policies and procedures can be found at any time on the Agency's website, and are subject to change from time to time, therefore Contractor should review these changes accordingly.
9. Contractor shall not commit intentional fraud regarding billing; will obey all HIPAA and privacy regulations and maintain client confidentiality; will not enter into any personal business relationship with Agency clients or their families and/or staff members of the Agency (e.g. selling, buying or trading personal property); will not subcontract any services; submit to and achieve satisfactory results on both a local background check through the Sheriff's office, and a Level-2 background screening before being assigned any services to complete, and repeat the process every 5 years thereafter being contracted; will not engage in sexual relationships with his/her therapy clients or their families; will follow state mandated abuse & neglect reporting procedures regarding abuse/neglect of children, disabled individuals, or elderly individuals; will not transport any client at any time for any reason unless approved to do so.

The Agency takes Medicaid/Healthcare fraud very seriously. Please be advised that it is our policy that documentation turned-in by Contractors may be reviewed, and if inconsistencies arise, administration formally investigates any "red flags" to see if fraud has been committed. We have systems in place to look out for these "red flags" on a regular basis.

Agency acknowledges all AHCA definitions as follows:

(a) Abuse - provider practices that are inconsistent with generally accepted business or medical practices and use of services that are not medically necessary, or that fail to meet professionally recognized standards for health care. Abuse includes recipient activities that result in unnecessary cost to the Medicaid program resulting from inaccurate or improper cost reporting, improper claims, unacceptable practices, fraud, abuse or mistake.

(b) Fraud - an intentional deception or misrepresentation made by a person with the knowledge that the deception results in unauthorized benefit to herself or himself or another person. The term includes any act that constitutes fraud under applicable federal or state law.

If an internal investigation reveals that you have committed fraud:

(a) Contractor's contract with the company will cease immediately,

- (b) Contractor may have to pay back any billable-hour work previously paid to you that are associated with the fraud, and/or forfeit any professional fees that have not yet been paid to you,
- (c) If the Contractor is registered with the Department of Health, a complaint for Medicaid Fraud must be entered into your record.
- (d) Outside agencies may or may not take additional legal steps (e.g. see news stories). Our agency has internal procedures that look out for fraud.

TIPS ON HOW TO AVOID MEDICAID FRAUD AND/OR ABUSE:

- Never bill for a session that did not take place.
- Do not bill for a 60-minute session when you only spent 10 minutes visiting the client. All sessions should be billed to the EXACT clock minute
- Do not copy and paste the same note content for the same client from week to week.
- Do not copy/paste the same note content for different clients.
- Use a sign in sheet log signed by the parent to protect yourself in case discrepancies arise.
- If it is not medically necessary for a client to receive all approved services, do not utilize the units or request them in a treatment plan.

CONCLUSION/TERMINATION OF CONTRACT

TIMING - Agency can terminate the contractor's agreement at any time for breach of any term under this agreement, or for subjective dissatisfaction with the Contractor's performance or attitude either around staff or around clients, or for any business-related reason that the Agency deems appropriate for successful operations. A Contractor can terminate the contract at any time for any reason, but due to industry standards and due to client-care and coordination issues, the Contractor shall attempt to give the Agency a 7+ day notice should the Contractor wish for the contract agreement to be terminated.

PROCESS - Due to industry standards and privacy laws, upon termination of this contract, Contractor shall: (a) submit all records and documents related to clients of the Agency; (b) destroy any client electronic or digital record that may be left over in the Contractor's personal computer; (c) not contact any therapy-client with the purpose of diverting such clients from the Agency; (d) destroy any electronic or digital materials and paperwork related to the Agency; (e) submit any complaints in writing to the Agency in lieu of any other manner. If these steps are not followed, legal recourse shall be sought by the Agency, if necessary.

COMPENSATION UPON TERMINATION Upon termination of this contract, the Contractor shall be paid all properly owed monies provided that the Contractor has complied with the applicable Standards listed above that would warrant such compensation. Payments will be made according to the Agency's payment schedule. If, upon termination of this contract, Contractor has outstanding billable services to submit for compensation, Contractor must submit those billable services to the Agency within 7 business-days or forfeit their compensation.

PROFESSIONAL LIABILITY INSURANCE

Reimbursement. The contractor shall be solely responsible for obtaining proper professional liability insurance, such that is not reimbursable by the Agency. The insurance policy or policies shall be placed with insurance companies authorized and licensed to issue such policies in the State of Florida and reasonably acceptable to the Agency. The contractor shall require the insurer to provide notice of any cancellation or change in the policy to the Agency and shall provide the Agency documented proof from the insurer that this has occurred.

Indemnification. Contractor hereby agrees to indemnify, hold Agency harmless, and defend Agency from and against any loss, claim, suit, expense, or obligation arising out of or resulting from Contractor's negligence in the performance of services pursuant to this Agreement not otherwise covered by the professional liability insurance carrier. However, this shall not be interpreted to permit the Contractor to choose the attorney who will represent the Agency. Agency shall at all times have the right to choose who will defend it.

Loss of Professional Liability Insurance. Contractor will notify Agency within twenty-four (24) hours of receipt by Contractor of any notice or information that Contractor's professional liability insurance has been canceled, terminated, revoked, or suspended.

OTHER LEGALITIES

E-VERIFY COMPLIANCE STATEMENT

The Contractor attests that, he/she, as the Contractor, does not employ, contract with, or subcontract with an unauthorized alien. Furthermore, the Contractor acknowledges that E-Verify must be used starting on 01-01-2021 to verify the contractor's or subcontractor's employment eligibility in the United States.

PROPERTY RIGHTS

Records and Accounts: The contractor agrees that all those records and accounts maintained during the course of this contract term are the property of the Agency, shall remain current and be maintained at the Agency's place of business. **New Customers or Clientele Generated While at Work:** Contractor agrees that any customers or clientele generated by Contractor pursuant to this contract with Agency are the customers and clientele of the Agency and subject to the non-disclosure and non-solicitation covenants set forth above.

BILLING SERVICES

Agency shall have sole responsibility and authority for preparation of billings for, and collection of income generated from, Contractor's services pursuant to this Agreement, as well as the delegated authority to request, demand, collect, receive, and provide receipts for all income on behalf of Contractor including any payment or reimbursement from governmental agencies and insurance carriers on account of services provided to clients of the Agency. All funds collected from Contractor's Agency as a clinician under this Agreement, shall be the sole property of Agency and shall be deposited into Agency's account, and Agency shall have sole authority to make disbursements therefrom, including refunds and repayment of payments received in error. Agency shall have sole responsibility for the accuracy of billings, subject to Contractor's obligations to provide necessary information therefore, and Agency shall hold Contractor harmless from all damages resulting from billing errors or failure to properly refund or repay, except for errors which are a result of information provided by Contractor. Contractor specifically acknowledges that Agency is his/her authorized billings and collection agent during the term of his/her Contract under this Agreement and assigns that right to the Agency.

NOTICES

All notices or other communications provided for herein to be given or sent to a party by the other party shall be deemed validly given or sent if in writing and delivered by hand, or if mailed, postage prepaid, by registered or certified United States mail, return receipt requested, to — If to Agency: The Lukas Company LLC. – Attn. Max Magnasco LMHC QSMHC – POBOX 784719 Winter Garden FL 34778 or to such other address, and to the attention of such other person or officer as any party may designate. — If to Agency: Psychamerica Behavioral Services LLC. – Attn. Max Magnasco LMHC QSMHC – POBOX 784719 Winter Garden FL 34778 — If to Agency: Lukas Psychiatric Associates LLC. – Attn. Max Magnasco - POBOX 784719 Winter Garden FL 34778 or to such other address, and to the attention of such other person or officer as any party may designate. The date of service of any notice or communication hereunder shall be the date of the hand delivery or five (5) days after the mailing, if mailed by certified mail, return receipt requested. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given in accordance with the provisions hereof, shall be deemed to be receipt of the notice sent

NON-DISCLOSURE AND NON-RECRUITMENT

1. **CLIENTS/PATIENTS** During the course of his Contract and for a period of one (1) year following the termination of Contract by the Agency or Contractor, Contractor shall not, unless waived in writing by Agency's CEO, for himself, or on behalf of any other person, persons, firm, partnership, Agency, or company, whether or not Contractor has any part or involvement with the foregoing, call upon any patient of the Agency for the purpose of soliciting, selling, renting, or other business promotion to any of said patients, products and/or services similar to products and services sold by the Agency; nor will Contractor, in any way, directly or indirectly, for himself or on behalf of, or in conjunction with any other person, persons, firm, partnership, corporation, or company, solicit, divert, or take away any such patient of the Agency during the one (1) year term following the termination of his Contract with the Agency; nor will Contractor, directly or indirectly, for himself or on behalf of, or in conjunction with any other person, persons, firm, partnership, corporation, or company, induce, or attempt to induce, any customer to sever or otherwise alter its relationship with the Agency during the course of his Contract and for the one (1) years term following the termination of his Contract with the Agency.
2. **STAFF** During the course of his Contract and for a period of one (1) year following the termination of his Contract, Contractor shall not, for himself, or on behalf of any other person, persons, firm, partnership, corporation, or company, whether or not Contractor has any part or involvement with the foregoing, hire or retain the services of any agents or Contractors of the Agency for any purpose, or induce or attempt to induce any agent, Contractor, or representative of the Agency to sever or otherwise alter their relationship with the Agency.

TRADE SECRETS & CONFIDENTIAL BUSINESS INFORMATION:

Contractor acknowledges and understands that during his association with the Agency, Contractor will have access to and become familiar with various trade secrets, and know how, which are owned by and are the property of the Agency and

which constitute Confidential Information of the Agency. Contractor shall not, at any time during his Contract or for a period of five (5) years thereafter, except as properly required in the course of his Contract, publish, disclose, or authorize anyone else to publish or disclose any Confidential Information to the public, directly or indirectly, nor to use the same in any way, or allow others to use such Confidential Information, except as expressly authorized by the Agency in writing. The term "Confidential Information" shall mean all materials and information related to or associated with the Agency's services, products, business or activities; proprietary computer software or data, marketing plans or techniques; business plans, business methods, agreements and contracts; lists of vendors and contractors, names of referral sources; patient records; patient lists; information relating to finance, accounting, sales, personnel and management; information related to supplier lists, price lists, costs of goods and services and maintenance, and trade secrets (as defined in Section 688.002(4), Florida Statutes). Contractor agrees that the foregoing provisions are a material inducement for the Agency to venture into a Contract agreement with Contractor and that the foregoing provisions are reasonable and necessary for the protection of the Agency. The provisions of this Section shall survive termination of Contractor's Contractual relationship with the Agency. Each of the restrictive covenants is a separate, distinct, and severable obligation. In the event any of such covenants should be held invalid or unenforceable by a court of competent jurisdiction, the others shall not be affected thereby. The provisions of this section shall be applicable and enforceable regardless of any claim made by the Contractor made with respect to the inducement, making, breach, or termination of Contractor's Contract with the Agency. In the event of a breach or threatened breach by Contractor of his obligations under this restrictive covenant, Contractor acknowledges that the Agency will not have an adequate remedy at law and shall be entitled to such equitable and injunctive relief as may be available to restrain Contractor from the violations of the provisions of this restrictive covenant. Additionally, nothing herein shall be construed as prohibiting the Agency from pursuing any other remedies available herein for such breach or threatened breach, including the recovery of damages from Contractor. The parties agree that the issuance of injunctive relief in favor of the Agency for any violation by Contractor of the covenants and agreements contained in this section does not preclude or remedy actual damages which the Agency shall suffer prior to the issuance of such injunctive relief, or which shall continue notwithstanding the issuance of injunctive relief. All time periods specified in this section shall be extended by any period of time during which Contractor is in breach of his obligations hereunder or in which there is any litigation pending between the Parties as to the interpretation or enforceability of this section. The provisions of this section may be enforced by any assignee or successor of the Agency. Reasonableness of Restrictions: The parties hereto recognize and acknowledge that the geographical and time limitations contained in this section are reasonable and properly required for the adequate protection of the Agency's legitimate business interests, and Contractor agrees to so stipulate.

BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, personal representatives, legal representatives and proper successors and assigns, as the case may be. This agreement supersedes and/or replaces any previously signed agreement.

CLIENTS AND CLIENT RECORDS

Contractor agrees and stipulates that all clients he sees or treats in carrying out his obligations under this Agreement shall be deemed to be the clients of the Agency. All client records made or recorded, in whole or in part, by Contractor while carrying out his obligations under this Agreement, shall be the sole and exclusive property of Agency, for which Contractor has contracted with Agency to keep and maintain.

SEVERABILITY

Each Section, subsection and lesser Section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision hereof. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

GENDER AND NUMBER

Words used herein, regardless of the number and gender specifically used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the engagement created hereby (with the specific exception of any claims arising pursuant to the non-disclosure and/or non-competition provisions of this Agreement), or any other matter, shall be settled by mandatory binding confidential arbitration in accordance with the arbitration rules of the American Arbitration Association and any court having jurisdiction shall be authorized to enter a decision based on the award/decision of the arbitration. In the event of arbitration, each Party shall bear its own expert witness fees and attorney's fees and no award shall be made for exemplary damages, punitive damages, or anything other than actual damages. Arbitration fees will be paid in an equal amount by the Contractor and the Agency

INTERNS

The Agency may or may not have counseling interns at any given time. As an independent practitioner and Contractor, should the Contractor wish to mentor one of these interns, the Contractor should let the Agency know about these intentions, with the understanding that the Agency is not requesting or requiring that the Contractor engage in such mentoring, and that such mentoring is solely optional and the sole desire of the Contractor to participate in

CHOICE OF LAW AND CAPTIONS

The captions of this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of the Agreement or the relationship of the Parties, and shall not affect this Agreement or the construction of any provisions herein.

VENUE & MODIFICATIONS

The Parties agree that any litigation concerning this Agreement, the interpretation of its provisions, the rights of the Parties pursuant to it or any dispute by or between the Parties whatsoever, whether they arise out of the relationship created by this Agreement or not shall be brought in the appropriate state court in Orange County, Florida, and the Parties hereby consent to the venue and jurisdiction of such court, and waive any objection they may have to this, including any objection that the forum is an inconvenient forum. No change, amendment or modification of this Agreement shall be valid unless it is in writing and signed by all of the parties to this Agreement.

COOPERATION AGREEMENT

The parties agree that in the event that any one of them receives any complaint, notice of intent, claim, charge, notice of investigation, petition, subpoena, summons, suit, letter of complaint, notice of inquiry, patient complaint, utilization review inquiry, or has reason to believe that it may receive such (whether from a patient, client, family member, insurer, payor, or government entity), concerning the care or services rendered by or involving the other, then it shall immediately notify the other of this in writing. The parties agree that they shall cooperate completely and fully with each other in good faith and shall share information and provide each other with copies of relevant documents and records concerning the matter upon written request. The parties agree that they shall mutually work to investigate and resolve the matter in a satisfactory manner. By honoring its obligations under this Section, a Party shall not be deemed to waive any attorney-client privilege, litigation work product privilege or any other privilege which any of the parties may have.

WAIVER

The failure of a party to enforce any term, provision, or condition of this Agreement at any time or times shall not be deemed a waiver of that term, provision, or condition for the future, nor shall any specific waiver of a term, provision or condition at one time be deemed a waiver of such term, provision or condition for any future time or times.

ENTIRE AGREEMENT; COUNTERPARTS

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior agreements, memoranda, correspondence, conversations, and negotiations. This Agreement may be executed in several counterparts that together shall constitute one and the same Agreement. Photocopies or facsimiles of an original shall be enforceable the same as an original.

Contractor

* Executed via digital form ----- see signature/date

Signature

Date

Agency

Max Magnasco MED LMHC

Date