

Allen County Drug and Alcohol Consortium, Inc.

Boilerplate Clause

TERM

The term of this Agreement shall begin on the date it is signed and shall continue for one year unless terminated pursuant to the terms below. In the event neither party terminates this Agreement by the end of the Term referred above, this Agreement shall renew automatically for additional one-year terms. While this Agreement contains a term during which Provider agrees to provide services for DAC, both parties understand that Provider may turn down any assignments offered by DAC to Provider and DAC is under no obligation to make assignments to Provider. Assignments shall be made on a case-by-case basis and this Agreement does not guarantee any volume of work to Provider. Provider is not bound to work exclusively for DAC.

COVENANT OF CONFIDENTIALITY

Provider shall not, at any time during the term of the Agreement or at any time thereafter, without the prior written authorization of DAC, disclose to or make use of for himself or any person or corporation or other entity, any Confidential Information concerning the Clients. "Confidential Information" includes, but is not limited to, all written and oral information which Provider knows or reasonably should know under the circumstances is confidential and proprietary, including, without limitation, trade secrets, formulas, processes, techniques, plans, concepts, market information, sale or license information, customer lists, and health reports. "Confidential Information" does not include information which (i) is or becomes generally available to the public through no act or omission of Provider or DAC or its respective agents, representatives and employees; (ii) is or becomes known to the Provider or DAC from any source other than Client and which source is not prohibited from disclosing the information by any contract, legal or fiduciary obligation to Client; or (iii) is or was developed by Provider or DAC independent from the Confidential information.

STANDARD OF CARE

Provider will act in accordance with the highest standards of care, honesty, integrity, and fair dealing with DAC and the Clients, including compliance with all applicable laws, ordinances, and regulations and shall not do anything which could discredit, dishonor, reflect adversely upon, or in any manner injure the reputation or image of DAC or the Clients. Without limiting the above, Provider agrees to abide by all federal and state laws specifically but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"). Provider also agrees to adhere strictly to the Code of Professional Conduct and Standards of Practice relevant to the industry. If DAC observes or is made aware of a problem with the Provider's performance, whether in performing Provider's duties under this Agreement or in meeting responsibilities under the Code of Professional Conduct and Standards of Practice, the

Provider will cooperate with DAC in discussing the possible problem and with developing a plan of action to correct the problem as appropriate.

HIPAA REQUIREMENTS

Contractor agrees not to use or further disclose any protected health information, as defined in 42 C.F.R. Part 164, or individual health information as defined in 42 C.F.R. Part 142 (collectively, the "Protected Health Information"), concerning a patient other than as permitted by this Agreement and the requirements of the Federal Privacy Regulations as contained in 42 C.F.R. Part 164 (the "Federal Privacy Regulations") and the Federal Security Standards as contained in 42 C.F.R. Part 142 (the "Federal Security Regulations"). Contractor will implement appropriate safeguards to prevent the use or disclosure of a patient's Protected Health Information other than as provided for by this Agreement. Contractor will promptly report to Company any use or disclosure of a patient's Protected Health Information not provided for by this Agreement of which Contractor becomes aware. In the event, Contractor, with Company's approval, contracts with any subcontractor or agents to whom Contractor provides a patient's Protected Health Information received from Contractor, Contractor will include provisions in such agreements whereby the Contractor and agent agree to the same restrictions and conditions that apply to Contractor with respect to such patient's Protected Health Information and that comply with the Federal Privacy Regulations and the Federal Security Regulations.

RELATIONSHIP BETWEEN THE PARTIES

The relationship between Provider and DAC is that of an independent contractor. The Provider is not an employee, agent, partner or joint venturer of DAC. DAC is not responsible for withholding, and shall not withhold, any taxes of any kind from any payments which it may owe Provider. Provider shall not be entitled to receive any benefits which employees of DAC are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of services performed by DAC. Provider shall be responsible for the payment of any and all income employment taxes related to the payment for services hereunder and Provider agrees to pay such amounts in a timely manner and as required by law. Provider shall indemnify, hold harmless and defend DAC from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any government entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of Provider's alleged failure to pay such taxes or make such contributions. Nothing in this Agreement shall be deemed to constitute Provider or DAC the agent of the other. Neither Provider nor DAC shall be or become liable or bound by any representation, act or omission whatsoever of the other.

AUTHORITY

Provider shall have no authority to contract in the name of, or bind, DAC in any manner whatsoever.

TERMINATION

Either party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice. In the event of termination, Provider shall be compensated for all services performed in accordance with this Agreement and billed to the date of termination.

LIABILITY/INDEMNIFICATION

Provider understands that he/she is responsible for any liability related to the provision of Provider's services to Client. Provider agrees to indemnify, defend and hold harmless DAC and any individual related to DAC from and against any and all claims, liabilities losses, expenses (including attorney's fees and legal expenses), fines, penalties, taxes or damages asserted by any third party against any DAC or its related individuals for any injury or damage which arises out of the acts or omissions of Provider.

INSURANCE

Through the term of this Agreement, Provider shall maintain automobile insurance coverage pursuant to the minimum amount required by law.

PROFESSIONAL CERTIFICATIONS AND BACKGROUND CHECKS

To the extent Provider has made representations to DAC that Provider holds any professional certifications, Provider is required to maintain such professional certifications or immediately notify DAC in the event the professional certification has expired, been suspended, or revoked. Provider understands and consents to DAC and/or the Clients performing background checks of any kind on Provider and will provide personal information necessary to allow DAC to perform background checks and to comply with the requirements of its Clients.

- A. Background Check from Allen County and County of Residence if applicable
- B. Evidence of Degree, License, Temporary License or Certification
- C. Evidence of liability insurance as identified in sections above

NON-ASSIGNABILITY

Provider shall not assign, transfer, or subcontract all or any portion of this Agreement or any of its obligations hereunder without DAC's express, prior written permission.

NOTICES

All notices permitted or required under this Agreement shall be in writing and shall be by personal delivery, a nationally recognized overnight courier services, facsimile transmission or certified or registered mail, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after the deposit with the

U.S. Postal Service. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing.

If notice is to DAC:

If notice is to Provider:

MaryClare Clark, President & CEO

Allen County Drug & Alcohol Consortium, Inc.

532 W Jefferson Blvd.

Fort Wayne, IN 46802-2906

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, heirs, personal representatives, and permitted assigns.

ENTIRE AGREEMENT

This instrument contains the entire Agreement between parties with respect to the subject matter hereof; all representations, promises and prior or contemporaneous understandings between the parties with respect to Provider's services and any and all prior agreements between the parties with respect to the subject matter hereof are hereby canceled. This Agreement shall not be amended, modified, or supplemented without the written agreement of the parties.

SEVERABILITY

In the event that any term or provision of this Agreement shall be held to be invalid, void, or enforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW

This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Indiana.

SEPARATION OF CHURCH AND STATE

DAC receives both state and federal funding from various grants and funding streams. In order for DAC to remain within our values and compliant with state and federal laws regarding the separation of church and state, both DAC and all DAC activities (and

agreements) with partners and partner agencies must also adhere to the state and federal regulations regarding the separation of church and state. DAC shall not, in any situation, program, agreement, or activity, discriminate on the basis of religion or religious affiliation. Additionally, DAC programs, agreements, and activities shall remain areligious and shall not require or encourage prayer, principles, morals, or values based on any religion.