

***Adult Life Training, Inc. Back to Work Program***  
***INDEPENDENT CONTRACTOR AGREEMENT***

This Independent Contractor Agreement (this "Agreement") is made effective as of \_\_\_\_\_, by and between Adult Life Training, Inc., of 3301 East Coliseum Blvd, RM 136, Fort Wayne, Indiana 46805, and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. In this Agreement, the party who is contracting to receive the services shall be referred to as "Agency", and the party who will be providing the services shall be referred to as "ATR Trainer".

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, ATR Trainer will provide the following services (collectively, the "Services"): Provider Services as specified by the Indiana Access to Recovery (InATR) program in accordance with all requirements of that program, and all applicable State and Federal Laws, by way of example but not by way of limitation, 42CFR and HIPPA.

**2. PAYMENT FOR SERVICES.** Agency will pay compensation to ATR Trainer for the Services based on \$0.50 per \$1.00 received from InATR for ATR services which ATR Trainer properly rendered and properly entered into the WITS system, after said funds are received from InATR. In the case that the InATR program declines to pay for any particular service, by way of example but not by way of limitation, if said service is rendered without a voucher for said service for the date of the service being issued first, if a satisfactory log entry is not made in the patient file and in the WITS system by ATR Trainer, or if the service is not covered by the voucher, then no payment will be made to ATR Trainer – ATR Trainer has not complied with all InATR program rules.

**3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 30 days written notice to the other party, or by the end of the applicable InATR program.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that ATR Trainer is an independent contractor with respect to Agency, and not an employee of Agency. Agency will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of ATR Trainer.

**5. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by ATR Trainer in connection with the Services shall be the exclusive property of Agency. Upon request, ATR Trainer shall sign all documents necessary to confirm or perfect the exclusive ownership of Agency to the Work Product.

**6. CONFIDENTIALITY.** ATR Trainer will not at any time or in any manner, either directly or

indirectly, use for the personal benefit of ATR Trainer, or divulge, disclose, or communicate in any manner any information that is proprietary to Agency or its clients. ATR Trainer will protect such information and treat it as strictly confidential health information protected by Federal Law (HIPPA, 42CFR, and others). This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, ATR Trainer will return to Agency all records, notes, documentation and other items that were used, created, or controlled by ATR Trainer during the term of this Agreement. By way of example but not by way of limitation, all customer contact log sheets, related treatment records, and WITS computer access.

**7. INJURIES.** ATR Trainer acknowledges ATR Trainer's obligation to obtain appropriate insurance coverage for the benefit of ATR Trainer (and ATR Trainer's employees, if any). ATR Trainer waives any rights to recovery from Agency for any injuries that ATR Trainer (and/or ATR Trainer's employees) may sustain while performing services under this Agreement and that are a result of the negligence of ATR Trainer or ATR Trainer's employees.

**8. INDEMNIFICATION.** ATR Trainer agrees to indemnify and hold harmless Agency from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Agency that result from the acts or omissions of ATR Trainer, ATR Trainer's employees, if any, and ATR Trainer's agents.

**9. NON-COMPETE AGREEMENT.** For a period of two (2) years after the termination of this Agreement, ATR Trainer will not directly or indirectly engage in any business that competes with Agency. This covenant shall apply to the geographical area that includes all of the State of Indiana. ATR Trainer agrees that this non-compete provision will not adversely affect the livelihood of ATR Trainer. ATR Trainer may be reassigned to another ATR agency by mutual agreement. Unilateral self-reassignment to another agency without consent of Agency, or creation of a competing agency without consent of Agency is forbidden.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**11. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Indiana.

<b>PARTY CONTRACTING SERVICES:</b> Adult Life Training, Inc.	<b>SERVICE PROVIDER:</b>
By: _____ John D. Nash, Jr., CEO	By: _____

**Final Checklist for Independent Contractor Agreement**  
**Company: Adult Life Training, Inc.**

**Service Provider:** \_\_\_\_\_

**Make It Legal**

\_\_\_\_\_ The Independent Contractor Agreement should be signed by both parties and becomes effective as of the date specified in the Agreement.

\_\_\_\_\_ It is advisable to sign two copies of the Agreement so that each party will have a copy with original signatures.

**Copies**

Give a signed copy of the document to:

\_\_\_\_\_ Adult Life Training, Inc.

\_\_\_\_\_ Independent Contractor

**When to Consult a Lawyer**

\* A lawyer should be consulted regarding any unique issues not addressed by this program.

**Other Information**

\* It is not necessary that the signatures be witnessed or notarized.

\* The Independent Contractor Agreement should only be used for a party who is an "independent contractor" with respect to the Company. If the arrangement between the Company and the Service Provider conforms more closely to the characteristics of an employee/employer relationship, the Employment Agreement may be more appropriate.

\* Original copies should be kept in a fire-proof and safe location.

**Reasons to Update**

\* Change in the conditions or terms of the Agreement.