

2017

Application



Brave Step

1/17/2017



## APPLICATION TO PROVIDE CONTRACT THERAPY SERVICES FOR BRAVE STEP

NOTE THAT COMPLETION OF THIS APPLICATION DOES NOT GUARANTEE A CONTRACT

Name \_\_\_\_\_

Practice Name \_\_\_\_\_

Practice Mailing Address \_\_\_\_\_

\_\_\_\_\_ City State Zip

Practice Street Address \_\_\_\_\_

\_\_\_\_\_ City State Zip

Practice Phone Number \_\_\_\_\_ Practice Fax Number \_\_\_\_\_

Practice Emergency Number \_\_\_\_\_ Email \_\_\_\_\_

EIN or Social Security Number \_\_\_\_\_

National Provider Identifier \_\_\_\_\_

Which forms of insurance do you accept? (list all)  
\_\_\_\_\_

POST SECONDARY EDUCATION				
Degree	Institution	Year of Graduation	Major	Honors if Any



<b>PROFESSIONAL LICENSES</b>				
License Type	State Issued By	License Number	Date Issued	Date Ends

<b>SPECIALIZED TRUAMA TRAINING</b>				
Title	Dates of Training	Hours of Training	Place of Training	Certificate Received (Yes/No)



<b>PROFESSIONAL EXPERIENCE</b>				
Organization and Name of Supervisor	Dates of Work	Hours of Practice per Week	City and State of Work	Brief Description of Work

In my therapy practice I offer:

- Individual Therapy
- Group Therapy
- Both Individual and Group Therapy

### **AGREEMENTS**

Please check each item that you agree to carry out.

- I agree that Brave Step may check my on-line licensing records for confirmation and for any actions against my license.
- I agree that Brave Step and any former employer/supervisor may communicate about my prior employment.
- I agree that Brave Step may conduct a criminal background check, as well such other forms of background checks that Brave Step deems necessary.
- I agree that I will provide Brave Step with all addresses at which I lived within the past ten years.



- I agree that I will provide Brave Step with information about any litigation, civil or criminal, in which I was a party. The information provided will include the state, county, docket number, caption as well as a brief description of the nature of the legal action and the date it was concluded.
- I agree to provide a copy of professional liability insurance policy with a \$1million minimum.
- I agree to add Brave Step to my insurance policy as an additional insured.
- I agree to sign a waiver of Subrogation.
- I agree to provide Brave Step with records of therapy services, test results and similar administrative information regarding referred clients served, so long as I am authorized.
- I agree to follow HIPAA compliance practices.
- I agree to participate in periodic case consultation meetings.
- I agree to submit monthly invoices to Brave Step, including dates of service, length of session and any missed appointments. Brave Step will pay for a maximum of one missed appointment.

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Signature

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Date

## **WAIVER OF SUBROGATION**

To the extent permitted by law, the independent contractor hereby releases Brave Step, its elected and appointed officials, employees and volunteers and others working on behalf of Brave Step from any and all liability or responsibility to the independent contractor or anyone claiming through or under the independent contractor by way of subrogation or otherwise, for any loss or damage to clients even if such casualty shall have been caused by the fault or negligence of Brave Step, its elected or appointed officials, employees or volunteers or others working on behalf of Brave Step. This provision shall be applicable and in full force and effect only with respect to loss of damage occurring during the time of the independent contractor's period of services to Brave Step and the independent contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the independent contractor to recover thereunder. The independent contractor agrees that its policies will include such a clause or endorsement.

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Signature

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Date



## **AUTHORIZATION TO RELEASE INFORMATION FROM FORMER/CURRENT EMPLOYER AND SUPERVISOR**

I, \_\_\_\_\_, hereby authorize \_\_\_\_\_ (former or current employer) to release information about my employment to Brave Step. This authorization includes, but is not limited to, job performance, employment dates, positions held, suitability for employment, whether former employer would consider me a candidate for re-employment, reasons for discharge or separation, whether employee was given the alternative of quitting or being fired, and the skills, abilities and traits I exhibited during my course of employment.

Brave Step will not contact any current employer without the express written permission of the applicant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **AUTHORIZATION TO OBTAIN A BACKGROUND CHECK**

Pursuant to the federal Fair Credit Reporting Act, I hereby authorize Brave Step Inc. and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for employment, promotion, contract work or retention as a volunteer. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to, the following areas: verification of Social Security number; current and previous residences; employment history, including all personnel files; education; references; credit history and reports; criminal history, including records from any criminal justice agency in any or all federal, state or county jurisdictions; birth records; motor vehicle records, including traffic citations and registration; and any other public records.

I, \_\_\_\_\_, authorize the complete release of these records or data pertaining to me that an individual, company, firm, corporation or public agency may have. I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge of me to furnish Brave Step or its designated agents with any and all information in their possession regarding me in connection with an application of employment or role as a volunteer. I am authorizing that a photocopy of this authorization be accepted with the same authority as the original.

I understand that, pursuant to the federal Fair Credit Reporting Act, if any adverse action is to be taken based upon the consumer report, a copy of the report and a summary of the consumer's rights will be provided to me.



**Please Print Clearly**

Date of Birth: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State Issued: \_\_\_\_\_

Name on Driver's License: \_\_\_\_\_

By signing below, you are certifying that the above information is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the [ ] day of [ ], 20[ ], between Brave Step (“the Corporation”) and [\_\_\_\_\_service provider’s name] (“the Contractor”).

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Corporation hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Duties, Term, and Compensation. The Contractor’s duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided to the Corporation by the Contractor and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Corporation, and which collectively are hereby incorporated by reference.
3. Written Reports. The Corporation requests that records of therapy services, test results and similar administrative information regarding referred clients served, if authorized by the client. The records shall be in such form and setting forth such information and data as is reasonably requested by the Corporation.
4. Confidentiality. The Contractor acknowledges that during the engagement [he or she] will have access to and become acquainted with confidential information regarding clients and Brave Step. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Corporation. The Contractor further agrees that [he or she] will not disclose [his or her] terms of this Agreement to any person without the prior written consent of the Corporation and shall at all times preserve the confidential nature of [his or her] relationship to the Corporation and of the services hereunder.
5. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Corporation. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the Corporation’s employment, any employee, consultant, or contractor of the Corporation or hire any such employee, consultant, or contractor who has left the Corporation’s employment or contractual engagement within one year of such employment or engagement.
6. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Corporation under



the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Corporation irreparable injury and damage. The Contractor expressly agrees that the Corporation shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Corporation may have for damages or otherwise. The various rights and remedies of the Corporation under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

7. Termination. The Corporation may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Corporation, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Corporation at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
8. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the Corporation for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Corporation. The Corporation shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Corporation hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
9. Insurance. The Contractor will carry liability insurance (including malpractice insurance relative to any service that [he or she] performs for the Corporation).
10. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
11. Choice of Law. The laws of the state of North Carolina shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
12. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in North Carolina in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
13. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.



- 14. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
- 15. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Corporation.
- 16. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Corporation: Brave Step  
970 Stafford Farm Road  
Concord, NC 28025

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- 17. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- 18. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- 19. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Brave Step  
By: \_\_\_\_\_  
Its: [title or position]

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**DUTIES, TERM, AND COMPENSATION**

**DUTIES:** The Contractor will [\_\_\_\_\_]. [He or she] will report directly to Brave Step’s clinical director and to any other party designated by Brave Step in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Corporation and agreed to by the Contractor.

**TERM:** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through [\_\_\_\_\_] or earlier upon completion of the Contractor’s duties under this Agreement. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

**COMPENSATION:** As full compensation for the services rendered pursuant to this Agreement, the Corporation shall pay the Contractor at the hourly rate of [\_\_\_\_\_] per hour, with total payment not to exceed [\_\_\_\_\_] without prior written approval by an authorized representative of the Corporation. Such compensation shall be payable within 30 days of receipt of Contractor’s monthly invoice for services rendered supported by reasonable documentation.