



## CONSULTATION AGREEMENT

This document contains important information about professional services and business policies offered by Intuition Wellness Center, PLLC. Please read it carefully and feel free to ask your consultant any clarifying questions. When you sign this document, it will represent an agreement between you or your agency and Intuition Wellness Center, PLLC, hereafter also referred to as "Consultant" or "Consulting Professional." The term "Client" represents the person, organization or other entity requesting consultation services from Intuition Wellness Center.

**Consultant Name:** Intuition Wellness Center, PLLC  
**Consultant Address:** 5675 N Oracle Road, Suite 3101 Tucson, AZ 85704  
**Consultant Phone:** 520-333-3320  
**Consultant Specialty:** Business & Ethics in Private Practice  
**Consultant EIN:** 46-1623524

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**Client Name**

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**Client Address**

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**Client Phone**

### GENERAL TERMS AND CONDITIONS

This agreement is made between Client and Consultant. The Client hereby contracts the Consultant to provide the services outlined and stipulated as below.

**1. Services to be Provided** (Please check any applicable)

- Starting Up: Launch you practice successfully.
- Strategic Planning: Grow your practice with intention.
- Marketing: Promote your practice ethically and effectively.
- Leadership: Inspire a team to create a practice larger than what one can accomplish.
- Coaching on ethical business practices.
- Other: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

Estimated Time: \_\_\_\_\_

**2. Independent Contractor**

The Consultant shall perform the services in a completely independent manner and under its sole responsibility. Both parties agree that the relationship between Client and Consultant shall at all times be considered that of an independent contractor. Consultant (and any employees of Consultant operating under supervision) shall be solely

responsible for their own compliance with all federal, state, and local laws including, but not limited to, employment taxes, workers' compensation, and licensure.

#### **4. Indemnification**

Notwithstanding any other term of this Agreement, Client shall indemnify, defend and hold harmless Consultant, its corporate affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort, warranty, or strict liability).

#### **3. Non-Exclusive Agreement**

This Consultation Agreement is non-exclusive. The Client is free to consult other experts in the Consultant's field of specialization and the Consultant retains the right to provide similar services to other parties, unless providing services creates a conflict of interest.

#### **4. Professional Liability Insurance**

Consultant shall maintain, at its own expense, a professional liability insurance policy with one million dollars (\$1,000,000) individual and three million dollars (\$3,000,000) aggregate coverage for Consultant. Upon request from Client, proof of insurance coverage will be provided for Consultant who will be providing services to Client prior to commencement of services.

#### **5. Anti-Discrimination**

Consultant shall not discriminate against any person in the provision of services on account of ability, race, color, religion, ethnic origin, age, sex, sexual orientation, or gender.

#### **6. Agreement Modification**

No modification to this Agreement shall be effective unless embodied in a written document agreed to and signed by both Client and Consultant.

#### **7. Agreement Termination**

This Agreement may be terminated by Client with written notice to Consultant or by Consultant with written notice to Client. This agreement shall be terminated immediately if Consultant's permission, license and/or certification is suspended or revoked, and may be terminated immediately for any act by Consultant or any employee of Consultant which is deemed by Client to be harmful to Client's customers.

Upon termination of this Agreement or upon Client's request, Consultant shall return to Client any and all documents of whatever nature, notes, reports, letters and faxes

relating to Client, which Client provided to Consultant for the execution of the present Agreement.

## **8. Professional Fees & Billing**

Consultant's hourly fee is \$150 per hour. Consultant will prorate hourly fees if they include periods of less than one hour in 15 minute increments. Consultation service fees apply to a variety of tasks that vary depending on the Client's needs. Fees may apply to an initial assessment, report writing, telephone conversations, attendance at meetings with other professionals you have authorized, preparation of materials you have requested, observations, feedback sessions, and the time spent performing any other service you may request. Consultant will charge prorated hourly fee for transportation time if outside a 25 mile radius from Consultant office, for any missed appointments, and/or for tardiness to scheduled meetings.

Consultant shall bill for services rendered on a weekly basis by providing an invoice. Clients are responsible for prompt (i.e., within 5 business days) payments for services rendered upon receiving invoice, unless an alternative arrangement is agreed upon in writing in advance. Payments accepted are cash, check, and credit card. Checks can be made payable to Intuition Wellness Center.

## **9. Contacting your Consultant**

The Consulting Professionals are engaged in the world around them in a variety and multitude of capacities. Thus, most do not maintain 9am-5pm office hours and, when in the office, may be attending to other clients or clinical matters. The Consulting Professional will provide Client with business cards and any other necessary contact information. When your Consultant is unavailable by phone, a voicemail option is available. Consulting Professionals will make every effort to return your call promptly. You may also contact Consultant by sending an email to your Consulting Professional. For clinical emergencies, call 9-1-1 or go to your nearest emergency room immediately.

## **10. Confidentiality**

In general, the privacy of all communications between a Client and Consultant is considered confidential. Consultant and employees of Consultant agree to keep confidential all reports and records belonging to Client and/or its customers. Your Consultant will generally only release information about your consulting services to others with your written permission, but there are a few exceptions:

- In most legal proceedings, Client may have the right to prevent Consultant from providing any information about their services such as when there is a subpoena for records. In some proceedings a judge may order our testimony or records if he/she determines that the issues demand it and we are required to provide requested information.
- Because all of our Consulting Professionals are considered by the law to be mandated reporters, there are some situations in which Consulting Professionals are legally obligated to take action to protect others from harm, even if it includes revealing some information about the services provided. For example, if we believe

that a child, elderly person, or disabled person is or has been abused or neglected, Consulting Professional must file a report with the appropriate state agency.

- If Consultant becomes aware that someone is threatening serious bodily harm to themselves or another, we are required by law to take protective actions. These actions may include notifying the potential victim, contacting the police, and seeking hospitalization for the client. Consulting Professional may also be obligated to seek hospitalization for an individual or to contact family members or others who can help provide protection if we determine that someone may be a threat to themselves.
- Our Consulting Professionals work together as a team in most instances. Therefore, your assigned Consulting Professional may seek team member input to ensure the highest quality services and recommendations. If you have concerns about disclosures to your Consulting Professional's supervisor or team members, we encourage you to discuss these with your Consulting Professional.

**Your signature below acknowledges that you have read the information in this document, agree to abide by its terms, and give your consent to receive consultation services provided by Consultant. This consent is voluntary and you may revoke your consent in writing at any time.**

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Client Representative Name Title:	Signature	Date
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Yoendry Torres, Psy.D Psychologist, Administrative Director	Signature	Date
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