

# Clinician Agreement for Better Together Networks (BTN)

Version: 1 October 2024

## Acceptance of Terms

By acknowledging this Agreement and continuing to access or use the BTN platform, including all related services and features, you agree to be bound by the terms and conditions outlined herein. Your acknowledgment and further use of the platform constitute your acceptance of this Agreement in its entirety.

This Clinician Agreement (“Agreement”) is a legally binding contract between you (“Clinician”) and **Better Together LLC** (“BTN”), governing your access to and use of BTN’s platform and services. By providing services on BTN, you agree to comply with the terms outlined below.

## 1. Independent Contractor Status

Clinician agrees to provide mental health services as an independent contractor and not as an employee, agent, or representative of BTN. As an independent contractor, Clinician:

- **Has full control and discretion** over the methods and practices used to provide services to Users, provided these methods align with BTN’s platform policies and ethical standards.
- **Assumes full responsibility** for their own taxes, insurance, and compliance with all relevant licensing and legal requirements.
- **Acknowledges that BTN will provide a US IRS Form 1099** at the end of each fiscal year (ending December 31) for tax reporting purposes.
- **Agrees to indemnify and hold BTN harmless** from any liabilities related to Clinician’s conduct, advice, or interactions with Users on the platform.

**Non-Agency:** Nothing in this Agreement creates an agency, partnership, or employment relationship between BTN and the Clinician. Clinician is not authorized to make representations, warranties, or commitments on behalf of BTN.

## 2. Services Provided

BTN offers a digital platform that connects Users with licensed clinicians for group mental health support. As a Clinician on BTN, you:

- Retain full responsibility for all therapeutic decisions, content, and guidance provided within each session.

- Agree that all sessions are fully under your control, responsibility, and professional oversight, with BTN providing only technology and administrative support.
- Acknowledge that BTN does not engage in clinical decisions or the content of therapy sessions.

### **3. Compensation**

- **Clinician Payment:** Clinician will be paid **\$19 of the fee collected by BTN for each User in each session**, based on a maximum of 20 fully paying Users per session.
- Payment will be issued in accordance with BTN's payment schedule, and all payments are contingent upon the completion of the session in which Users participate.
- **Pre-Billing of Users:** BTN will pre-bill Users for up to four consecutive sessions to support continuity of care and group integration. BTN is not liable for Clinician compensation in the event of User non-compliance or missed sessions.

### **4. Confidentiality and Privacy**

BTN is committed to safeguarding User and Clinician confidentiality to the best of its ability. While BTN implements data security protocols, it cannot guarantee absolute confidentiality due to the digital nature of services. Clinicians agree to:

- Uphold User confidentiality in compliance with applicable laws and professional ethical standards.
- Exercise caution when sharing any personal or identifiable User information.
- Consent to BTN's use of aggregated, anonymized data for platform analytics, improvement, and service enhancement, as per BTN's Privacy Policy.

### **5. Professional Liability Insurance and Indemnification**

Clinician is required to carry **professional liability insurance with minimum coverage of \$1 million per occurrence and \$3 million aggregate**. This insurance policy may name **Better Together LLC** as a **Named Insured**. Clinician agrees to maintain this insurance at all times while providing services on the platform and to furnish proof of insurance upon BTN's request.

**Indemnification:** Clinician agrees to indemnify and hold **Better Together LLC** harmless for any and all interactions with Users on the BTN platform. This includes any claims, damages, liabilities, or expenses arising from Clinician's services, advice, or conduct in relation to Users, ensuring that BTN is fully protected from any resulting legal or financial responsibilities.

## 6. Licensure and Compliance

Clinician must:

- Maintain an active and valid license to practice in their field, compliant with all applicable local, state, and federal laws.
- Promptly notify BTN of any infraction, suspension, or other action affecting their licensure or ability to practice.
- Comply with all regulatory, ethical, and legal standards associated with their profession, including those related to providing teletherapy and remote services, as relevant to each User's jurisdiction.

## 7. User Conduct and Group Management

Clinicians are responsible for maintaining a safe, respectful, and inclusive environment in their sessions. This includes enforcing group guidelines, respecting User confidentiality, and managing group dynamics in alignment with BTN's standards. Clinicians must report any issues that may compromise User safety or breach BTN's policies.

## 8. Dispute Resolution and Mediation

To resolve disputes efficiently and fairly, both BTN and Clinician agree to:

- Attempt informal resolution of any issues by contacting BTN at [info@b2gx.com].
- Participate in mediation as a preferred method if informal resolution is unsuccessful. Mediation will be conducted by a neutral third-party mediator, mutually agreed upon by both parties, at a shared cost. Mediation will occur within the state of North Carolina unless otherwise agreed upon.

## ### 9. \*\*Limitation of Liability\*\*

BTN assumes no liability for:

- Therapeutic services, advice, or interactions between Clinician and Users.
- Clinician's professional decisions, conduct, or session content.
- Any claims made by Users related to clinical outcomes, treatment efficacy, or advice provided during sessions.

**No Warranty:** BTN provides its platform "as-is" and "as available." BTN makes no warranties regarding uninterrupted service, security, or the absence of errors or viruses.

## 10. Intellectual Property Rights

BTN retains all intellectual property rights to the platform, including but not limited to design, functionality, and trademarks. Clinician materials shared on BTN remain the property of the Clinician, but BTN reserves the right to display them on the platform for User access and benefit.

**Platform Technology:** Conferencing portions of the BTN platform are exclusively licensed from **Huddle LLC** and are restricted to authorized use by Clinicians and Users as outlined by BTN.

## 11. Modifications to the Agreement

BTN reserves the right to modify or update this Agreement at any time. Clinicians will be notified of material changes, and the revised Agreement will be posted on the platform. Continued use of BTN services following updates constitutes acceptance of the revised terms.

## 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles. Clinicians agree that any disputes related to this Agreement will be resolved in the state of North Carolina.

## 13. Volunteer Disaster Wellness

Clinician acknowledges that if they participate in BTN's **Disaster Wellness** program, they are volunteering their time and services to provide mental health support to individuals affected by disasters. By participating in this program, Clinician agrees that:

- **No Compensation:** The clinician will not be compensated for services provided under the Disaster Wellness program. All participation is entirely voluntary, and no fees or payments will be issued to the clinician by BTN or any other party through the BTN platform.

- **Continued Indemnification:** All indemnification provisions outlined in Section 5 of this Agreement will apply to services provided under the Disaster Wellness program. Clinician agrees to indemnify and hold **Better Together LLC** harmless for any and all interactions with Users within the Disaster Wellness program, including claims, damages, liabilities, or expenses arising from Clinician's volunteer services, advice, or conduct in relation to Users.

By participating in BTN's Disaster Wellness program, Clinician accepts these terms and acknowledges the volunteer nature of this work.

**Acceptance of Terms**

By accessing and providing services on BTN, you acknowledge that you have read, understood, and agreed to the terms and conditions of this Agreement.

**Contact Information:**

For questions regarding this Agreement, please contact:

\*Better Together Networks\*

1507 Haywood Road, Suite E

Hendersonville, NC 28791

Email: [info@b2gx.com](mailto:info@b2gx.com)