

Counselor Providers Terms and Conditions

Note: These are the terms and conditions for counselors. For the terms and conditions for clients please [\[click here\]](#)

A. Provider Terms and Conditions

1. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. Central Recovery Center LLC (“we”, “us”, “our”, “Central Recovery Center” the “Company”) owns and operates an online website and Platform which provides telephonic and video counseling, consulting, and professional advice from mental health professionals (Providers) to patients (“Users”). These are hereinafter referred to collectively as the “Provider Services”. Provider Services are administered and accessible to Users via multiple websites, mobile applications, and other means (collectively, the “Platform”). The Company includes its affiliated companies and the shareholders, directors, officers, employees, consultants, contractors, subcontractors, agents, advisors, assignees and successors.

2. The following are the terms and conditions (the "Provider Agreement") for the access and use of the Platform. A Provider ("you" or "your") is any counselor, consultant, practitioner, professional, expert, coach, therapist, advisor, or any other person who registers to provide Provider Services to Users, through the use of the Platform, to any other person or persons (the "User" or "Users"). The Platform through its applications and websites, may be provided or be accessible via multiple websites, devices, operating systems, and other means, whether owned and/or operated by us or by third parties, including, without limitation, the website centralrecoverycenter.org

3. By accessing or using the Platform, you as a Provider agree that you have read and agree to all terms in this Provider Agreement. Upon your acceptance of the terms of this Agreement, you agree that you have been advised of and understand the potential risks, consequences, and benefits of administering Professional Services as a Provider using the Platform. If you do not agree to all of the terms of this Agreement, do not access or use the Platform.

B. Use of the Platform

1. You will not (a) reproduce, modify, make derivative works of, reverse engineer, decompile, or disassemble the Platform or materials found on the Platform, (b) modify copyright or other proprietary rights notices of Company or its licensors in or accompanying the Platform, (c) make the Platform available in any manner to any third party for use in the third party's business operations, (d) access or use (or permit third parties to access or use) the Platform in order to build or support any products or services competitive with the Platform, or (e) inaccurately or falsely represent yourself, your skills, or your qualifications to the Company.

2. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) are not listed on any U.S. Government list of prohibited or restricted parties.

3. We reserve exclusive rights to modify the features and functionality of the Platform as determined solely by us and such modifications are subject to change or termination without notice.

4. Central Recovery Center has the absolute and unmitigated authority to cease referrals of Users to you at any time in our sole discretion for any reason.

5. While we have no intention of monitoring activity (including but not limited to dates of service and asynchronous messages) between counselors and clients, we MUST retain the right to do so in the event that we become aware of evidence showing that an investigation or legal proceeding requires monitoring of activity of either or both counselors and/or clients in order to allow Central Recovery Center to ensure the safety of clients.

6. You agree that you are neither our employee nor an agent, nor representative of the Company and this agreement, nor your use of our Platform, does not create an employee/ employer relationship between you and Central Recovery Center.

7. By agreeing to this Provider Agreement you are also agreeing to the terms of the Platform privacy policy available at [<https://www.centralrecoverycenter.org/privacy/>] (the "Privacy Policy"). For purposes of the Privacy Policy, you are a User and the same terms of the Privacy Policy that would apply to any User also apply to you. The Privacy Policy is incorporated into and deemed a part of this Provider Agreement. We reserve exclusive rights to modify the Privacy Policy as determined solely by us and such modifications are subject to change without notice.

C. Disclaimers and Limitation of Liability

1. You acknowledge and agree that the Platform is being provided for use "as is" and on an "as available" basis without warranty of any kind, express, implied, or statutory, and therefore you will not have any right to a demand or claim against us in relation to the Platform's Users, members, properties, limitations or compatibility with your needs.

2. You shall not have any plea, claim or demand against us in respect to any services you decide to provide in connection with the use of the Platform. To the fullest extent of the law, we expressly disclaim all warranties of any kind, whether expressed or implied. We will take all measures to ensure that our platform is always available during working hours, but we cannot guarantee our servers will always be operating.

3. Registration, providing Provider Services, and any use of the Platform is being made at your sole risk, without warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.

4. Central Recovery Center does not guarantee any referrals of Users and makes no representations regarding the volume, or number of referrals and/or interactions you will have with Users. We make no promises as to how much income you may receive from using the Platform.

5. We expressly disclaim all warranties for information posted or transmitted by the Platform's Users and or members. You agree to bear all the risks associated with the uploading and transmitting of material and utilizing the Platform including reliance on its accuracy, reliability, or legality. You as a Provider agree to indemnify and hold us harmless in connection with any such claims and any damages or expenses arising therefrom.

6. We will not be deemed the provider or recipient of any services acquired through the Platform. You provide all Provider Services to Users at your sole and entire risk. You as a Provider agrees to indemnify and hold us harmless in connection with any such claims and any damages or expenses arising therefrom.

7. Under no circumstances will we be held liable to you or any User for any direct, indirect, incidental, consequential, special, punitive or exemplary damages, including but not limited, to loss of business, revenue, profits, use, data, or other economic advantage. You as a Provider agrees to indemnify and hold us harmless in connection with any such claims and any damages or expenses arising therefrom.

8. You acknowledge and agree that we have absolutely no liability in relation to any claim, suit or action brought by a User in connection with provision of any Provider Services by you, including but not limited to, representations by you as to your qualifications, experience, skills and advice provided through the Platform. You as a Provider agree to indemnify and hold us harmless in connection with any such claims and any damages or expenses arising therefrom.

9. You will be solely responsible for any agreements you choose to make with a User. We will not be responsible or liable in any way for any agreement made between yourself and a User or for enforcing any such agreement, including but not limited to any agreements in relation to usage of the Platform in any way other than as offered as the Provider Service on the Platform. Any agreement you choose to engage in with a User is at your sole responsibility and entire risk. You as a Provider agree to indemnify and hold us harmless in connection with any such claims and any damages or expenses arising therefrom.

10. You acknowledge that you will be solely responsible and liable for any damages to any User to whom you provide services to, and to any person who suffers damages arising

from or connected to such services that you provided to that User. In the event of a dispute regarding any interaction conducted through the Platform, you hereby release us from any and all liability for any actions, claims or demands, and from any and all losses (direct, indirect, incidental, or consequential), damages, costs or expenses, including but not limited to, court costs and attorney's fees, which you may have against one or more of the above.

11. We shall not be liable to you, any User, other Provider, or to any third party, for any indirect, incidental, consequential, special, punitive or exemplary damages related to the services we provide or any contractual arrangement between us and any Provider and/or any User.

12. Our aggregate liability for any damages arising with respect to this agreement and any and all use of the Platform that we may be liable for in spite of the indemnifications, and disclaimers of warranties and liabilities above, are agreed by you to not exceed the total amount of money paid by you or to you through the Platform in the 3 months period preceding the date any such claim was first made.

13. We explicitly disclaim any liability with respect to any claim, suit, complaint, grievance, lawsuit, or action made by a User related to your services to that User. You agree to indemnify, defend and hold us harmless with respect to any such claim against us stemming from any contract or arrangement or services you provide, or fail to provide, to any User.

14. If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the minimum extent necessary to comply with applicable law.

15. All disclaimers and limitations of liability shall survive the termination or expiration of this Agreement.

D. Representations and Warranties

1. You hereby confirm that you are at least 18 years of age and that you are legally able to enter into this contract.

2. You hereby confirm and agree that all information that you have provided in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current, and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information so it will continue to be accurate, current, and complete.

3. You will not provide any Provider Services or advice to any User unless you are a licensed professional in good standing in the relevant field of expertise you are providing. You agree to abide by all applicable relevant Federal, State and Local laws, rules, and regulations, including but not limited to rules of ethics and professional responsibility, as well as all mental and physical health laws including social distancing safety guidelines were applicable for Covid-19 or any other disease relevant at the time you provide services to any User.

4. At all times you will provide correct and accurate information and representations of your skills, degrees, qualifications, background and other information, whether this information is provided to us, to the User, and on any form submitted to or presented, or made available on the Platform. You will also provide the same correct and accurate representation of your skills, degrees, qualifications, background and other information to all current and potential Users of your services, including but not limited to, all kinds of communications provided by you as a Provider of Services to Users. You will maintain and update all such information provided to the Platform and any Potential current users throughout the term of this Provider Agreement to ensure it is true, accurate, current, and complete at all times you using this Platform.

5. You agree not to mislead Users to believe that you can provide a service which is outside your field of licensed expertise and will not misrepresent your qualifications and/or license(s), or create or use any false, misleading name or listing.

6. You agree to not perform any Provider Services and/or other services or offer any advice in any jurisdiction where or if you are not authorized or licensed or in good standing to do so pursuant to local law where the User resides or is present.

7. You agree to maintain your skills, qualifications, eligibility, and other information and requirements, including maintaining required continuing licensing education, and your status in good standing as a licensed professional in any jurisdiction, as may be required by that jurisdiction where you provide services on this Platform to any User.

8. We may review your personal profile and amend any grammatical, stylistic, typing or spelling errors. It is at our discretion to verify or examine the truthfulness or accuracy of any details in your personal profile, credentials, qualifications, or any of your postings or transmissions. However, we are not required to do so, and are not responsible for determining if you are qualified to provide the services you advertise for on our platform. We may, in our absolute discretion, remove or refuse to post or transmit any content uploaded by you that we deem inappropriate or in violation of law or of this Provider Agreement. Notwithstanding the above, we reserve the right to remove any content for any reason at our sole discretion.

9. You represent and warrant that you currently maintain and promise you will continue to maintain adequate insurance if such insurance is required by any applicable laws or regulations which apply to the provision of Provider Services you provide, including, but not limited to, applicable professional liability insurance.

E. Provider's Conduct

1. When using the Platform for the purposes of Provider Services or using the Platform for a purpose related to Provider Services, you acknowledge and agree that you must exercise a reasonable standard of care, including confidentiality obligations, at least equivalent to a traditional in-person interaction with a User as mandated by your profession and rules of regulatory agencies that apply to your providing of these services. For example, sessions should not be conducted from a vehicle or in a setting (whether public or private) where any other beings are present, including children or pets.

2. You will not discuss the specifics and logistics of the Central Recovery Center Platform or your interactions within the Platform, including, but not limited to, payment terms and mechanisms, without express written approval from Central Recovery Center.

3. You will not provide to Users any services other than the specific Provider Services offered by the Platform.

4. You will not provide to Users any services which may not be lawfully or ethically rendered or provided through the Platform according to the laws, regulations and ethics that apply in your jurisdiction.

5. You will not examine, diagnose, treat, test, advise, counsel, recommend a course of treatment, or otherwise provide or perform any services that require an in-person meeting with a User or examination of a User.

6. You acknowledge and agree to inform Users that the Provider Services, advice and or information that you provide to a User, are not in any way to be considered a substitute for a required in-person interaction between the User and yourself or any other professional.

7. You agree not to provide Provider Services for any Users presenting with an emergency requiring emergency room services. For such emergency matters and issues you agree to instruct the User to immediately call 911 or their local emergency assistance number.

8. Regardless of your professional and educational training, you agree to never engage in the practice of medicine through the Platform, including, without exception, prescribing or dispensing any medications. You further acknowledge that interactions with Users via the Platform do not and will not constitute a physician/patient relationship.

9. You may only use the Platform for the purpose of giving Provider Services or any task directly related to Provider Services to Users of the Platform. You may not use this Platform to solicit any illegal or unethical activity or other activity which infringes our rights or the rights of others. This includes promoting other legitimate business activities or selling any products whatsoever, regardless of the legality of the products.

10. You agree to not counsel Users you have met on the Platform outside of the Platform unless absolutely clinically necessary and the platform is not currently available. If you provide services to a User outside of the Platform (i.e. via FaceTime, Skype, Teams,

phone, email, text, in person, etc.) when the Platform is available, Central Recovery Center may charge you a fee of \$250 for soliciting clients. This charge may be deducted from payments owed to you by Central Recovery Center. Clinical necessity or appropriateness is determined at the sole discretion of the Central Recovery Center clinical team. You agree to use the Platform as intended and not collect additional fees from Users for services rendered associated with the Platform.

11. You agree that you will not request Users' payment information for collecting a payment for any reason, including a no-show fee, for any services rendering through or associated with the Platform. All billing for services will be done through the Platform.

12. Any fees related to external assessments that are conducted outside the Platform, whether or not there are fees associated with such external assessments, are not to be required by Users in order to receive services on the Platform. Any agreement to pay fees associated with the use of such external assessment tools are at the Users' sole discretion and are not sanctioned or enforced by Central Recovery Center.

13. "Legitimate case management" is defined as "The coordination of community-based services by a single professional or a team to provide persons with quality mental health care that is customized accordingly to an individual's setbacks or persistent challenges and to aid them in their recovery. This can include, but is not limited to, a counselor communicating with and coordinating care with other support figures, such as doctors, social workers, case workers in social service." Any fees you incur in conjunction with Legitimate Case Management may be charged to Users outside of the Platform with Users' express consent for such case management.

F. Compliance with Law

1. You agree to be bound by any and all applicable local, state, federal or international law, statutes, ordinances, rules, regulations or ethical codes in relation to the use of the Platform and to your relationship and interactions with the Users and with Central Recovery Center. You further agree and commit not to engage in conduct that is harmful, unethical, fraudulent, deceptive, or offensive to an person or entity.

G. Background Checks

1. You agree to allow and undergo any background checking, credentialing, licensure verification, and/or professional ongoing monitoring by Central Recovery Center or a third party organization facilitated by Central Recovery Center to ensure that Central Recovery Center provides high quality Provider services to its Users.

H. Provider Account and Responsibilities

1. You agree, and acknowledge that you are responsible for maintaining the confidentiality of your password and any other security information related to your account (collectively "Account Access"). We advise you to change your password frequently and to take extra care in safeguarding your password. You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

2. You agree, confirm and acknowledge that we will not be liable for any loss or damage incurred as a result of someone else using your account, either with or without your consent and/or knowledge. Further, you agree that you are solely and fully liable and responsible for all activities that are made by using your Account Access. You further acknowledge and agree that we will hold you liable and responsible for any damage or loss incurred as a result of the use of your Account Access by any person whether authorized by you or not, and you agree to indemnify us for any such damage or loss.

3. You agree and commit not to use the account or Account Access of any other person for any reason. You agree that your use of the Platform, including the Provider Services, are made directly by you and that you are not using neither the Platform nor the Provider Services for or on behalf of any other person or organization.

4. You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt any of Central Recovery Center's systems, services, servers, networks or infrastructure, or any of the Platform's systems, services, servers, networks or infrastructure,

including without limitation obtaining unauthorized access to the aforementioned.

5. You agree and commit not to make any use of the Platform for the posting, sending or delivering of either of the following: (a) unsolicited email and/or advertisements or the promotion of goods and services; (b) malicious software or code; (c) unlawful, harassing, privacy invading, abusive, threatening, vulgar, obscene, racist or potentially harmful content, including content sexual in nature; (d) any content that infringes on a copyright, trademark, patent, or third party right in any type of intellectual property; (e) any content that may cause damage to a third party; (f) any content which may constitute, cause or encourage a criminal action or violate any applicable law.

6. If you receive any file from us or from a User, whether through the Platform or not, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

I. Indemnity and Defense.

1. You agree to indemnify, defend and hold Central Recovery Center harmless against any and all losses, damages, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, lawsuit, action, administrative or licensing proceeding, or other proceeding brought against Central Recovery Center, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by you according to this Provider Agreement; (b) Your provision of the Provider Services to any User or third party, regardless of whether or not they are Users of the Platform service; or (c) any materials that you have posted on or through the Platform and/or any content exchanged between you and Users or any third parties.

2. You will further indemnify us, defend us, and hold us harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following: (a) your access to or use of the Platform; (b) any actions made with your account or Account Access whether by you or by someone else; (c) your violation of any of the provisions of this Agreement; (d) non-payment for any of the services (including Provider Services) which were provided through the Platform; (e) your violation of any third party rights, including, without limitation, any intellectual property rights, publicity, confidentiality, property or privacy right. This clause shall survive expiration or termination of this Agreement.

J. Modifications, Termination, Interruption and Disruptions to the Platform

1. While we make commercially reasonable efforts to ensure the Platform's reliability and accessibility, you understand and agree that no platform can be 100% reliable and accessible and so we cannot guarantee that access to the Platform will be uninterrupted or that it will be accessible, consistent, timely or error-free at all times.

2. We may modify, suspend, disrupt or discontinue your access to the Platform, any part of the Platform, or the use of the Platform, whether to all Users or to you specifically, at any time with or without notice to you. You agree and acknowledge that we will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions. For the removal of any doubt, we may terminate or prevent your use of the Platform and any services provided by through the Platform (including but not limited to Provider Services) at our sole discretion for any reason and for any period of time.

K. Fees and Payments

1. You will be paid for the provision of the Provider Services to Users as outlined in the Counselor Guide as determined solely by us. The fees paid to Providers outlined in the Counselor Guide may be changed at our sole discretion.

2. You are solely responsible for reporting and paying any applicable tax (income or otherwise) related to your use of the Platform.

3. Any payment disputes or claims must be submitted within 60 days of discovery of any mistake in order to be considered for an adjustment.

4. If applicable, you agree to exclusively receive Provider payments for the Provider

Services via ACH Direct Deposit and agree to Terms of Service of the ACH Direct Deposit provider. If it is not applicable to you, you agree to receive payment through alternate means.

L. Notices

1. We may provide notices or other communications to you regarding this agreement or any aspect of the Platform, by email to the email address that we have on record for you as a Provider, by regular mail or by posting it online. The date of receipt shall be deemed the date on which such notice is given. Notices sent to us must be delivered by email to legal@CentralRecoveryCenter.org.

M. Advertising

2. You agree the information that you provide in or through the Platform may be used and/or provided to third parties and third-party websites for the purpose of promoting Provider Services.

N. General Provisions

1. Nothing in this Agreement shall be construed as making either party a partner, joint venture, agent, legal representative, employer, or employee of the other.

2. This Agreement and our relationship with you shall both be interpreted solely in accordance with the laws of the State of California excluding any rules governing choice of laws.

3. You irrevocably agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement or our relationship with you, regardless of theory, shall be the state courts located in San Diego county in California. You irrevocably consent to the personal jurisdiction of the aforementioned courts and hereby waive any objection to the exercise of jurisdiction by the aforementioned courts.

4. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND CENTRAL RECOVERY CENTER, LLC. YOU CONFIRM THAT YOU HAVE NOT RELIED UPON ANY WRITTEN OR ORAL PROMISES OR REPRESENTATIONS BY US EXCEPT AS SET FORTH IN THIS AGREEMENT.

5. We may change this Agreement by posting modifications on the Platform. Unless otherwise specified by us, all modifications shall be effective upon posting. Therefore, you are encouraged to check the terms of this Agreement frequently. By using the Platform after the changes become effective, you agree to be bound by such changes to the Agreement. If you do not agree to the changes, you must terminate access to the Platform and participation in its services. Central Recovery Center agrees to reasonably assist in your transition off the Platform should you so desire.

6. You may not transfer or assign this agreement to any other Provider without our written consent. We may freely transfer or assign this Agreement or any of its obligations hereunder.

7. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

8. All clauses regarding limitations of liabilities and indemnification shall survive the termination or expiration of this

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