



CRAINE COUNSELING AND CONSULTING GROUP
ELLEN M. CRAINE, JD, LMSW-CLINICAL AND MACRO, ACSW

MAILING ADDRESS: 2531 JACKSON AVE #342
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SOCIAL WORK ETHICS CONSULTING AGREEMENT

TERMS

This Consulting Agreement states the terms and conditions that govern the contractual agreement between Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW, (Consultant) whose mailing address and contact information is stated above, and _____ (Client) having its principal place of business at _____ who agrees to be bound by this contract.

Whereas, Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW offers consulting services in the field of social work ethics; and

Whereas, the Client _____ desires to retain the services of Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW according to the terms and conditions herein.

Therefore, Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW (Consultant) and _____ (Client) agree as follows:



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1. Length of Agreement

This Agreement shall begin on _____ and continue for _____ .

a. Either party may terminate this Agreement for any reason with *30 days written notice to the other Party.*

2. Consulting Services

The Consultant agrees to provide her expertise to the Client for all things related to social work ethics. This does not replace the need for the Client to receive legal consultation when the issues presented by the Client to the Consultant are outside the scope of, or in addition to, social work ethics.

The Consultant provides social work ethics consultations, as an independent contractor, within the scope of the most recently published NASW Code of Ethics and the Public Health Code as it relates to social workers for the State of Michigan.

The Consultant will provide a copy of the most recently published copy of the NASW Code of Ethics if they Client does not have one.

The Consultant will help the Client identify possible relevant laws, if



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appropriate and necessary. At no time will the Client consider any information provided by the Consultant to be considered legal advice. If legal advice is needed, the Client will consult with legal counsel they choose and/or their social malpractice insurance provider.

3. Compensation

In consideration for the consulting services provided by Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW, the Client shall pay Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW at the rate of _____ per _____ .

Payment is expected at the time services are rendered whether these services are in person or by phone unless other arrangements are made between the Consultant and the Client in writing. Payment can be made by check, cash, or credit card. If credit card is used for payment, a credit card payment form will be utilized and credit card information will be kept on file for the duration of the contractual relationship. At the end of the contractual relationship, all credit card information will be shredded by the Consultant. Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW will provide a billing statement to the Client at the time of services, if in person, and by e-mail or snail mail, if services are by phone.

4. Confidentiality

Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW shall not disclose to any third party any details regarding the Client's business,



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including any of Client's patient/client information, make copies of any confidential information for personal use or for distribution unless requested to do so by the Client, or use confidential information other than solely for the benefit of the Client. However, since the Consultant is also a social work continuing education instructor and trainer/presenter, Client gives permission to use information learned or received from Client in her teaching as long as information that clearly identifies a patient/client discussed in the Consultation process is not used. Client will provide necessary releases of information from his/her patients/clients as is appropriate under the NASW Code of Ethics.

5. Non-solicitation of Patients/Clients

During the term of this Agreement, and even once this Agreement is no longer valid, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Client's patients/clients, employees, or independent contractors.

6. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to



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act by the Client based on the consulting services of the Consultant.

7. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both the Consultant and the Client.

8. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed and construed in accordance with the National Association of Social Workers Code of Ethics and the laws of the State of Michigan and subject to the exclusive jurisdiction of federal and state courts located in Oakland and Washtenaw County, Michigan. If any part of this Agreement is determined to be non-enforceable, it does not negative the remaining parts of the Agreement that are enforceable.



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This Agreement is considered to be valid and in place as soon as the document is signed by both the Consultant and the Client on the signature lines provided below.

Consultant/

Ellen M. Craine, JD, LMSW-Clinical and Macro, ACSW

Date

Client

Date