

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into effect as of _____ by and between Next Step Behavioral Houston, LLC, a Texas Limited Liability Corporation and _____ an individual of the full age of majority residing in Texas ("Contractor").

Whereas Next Step Behavioral Houston, LLC. desires to engage Contractor, as an independent contractor to perform the Services and Contractor desires to accept such engagement, all on the terms and conditions set forth below:

In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Services.

1.1. Engagement. Next Step Behavioral Houston, LLC. hereby engages Contractor as an independent contractor, and Contractor accepts such engagement, to perform the following services (collectively, the "Services"):

- Case-Management duties, Assessments, Treatment Planning, and Outpatient therapy. Duties are based on contractual position assigned.

1.2. Hours. There are no set hours during which Contractor must perform the Services. The Services may or may not require Contractor's substantially full-time efforts. Contractor will not perform more than 40 hours of services in any one-week without signed written/email consent from their perspective Operations Manager/Executive Director.

1.3. Location. Contractor shall perform services within the general community or office location.

1.4. Equipment and Supplies. Contractor will be solely responsible for supplying and maintaining all equipment and supplies for performing the Services if appropriate.

1.5. Records and Reports. Contractor shall keep and maintain appropriate records relating to all Services rendered and understands that the records are property of Next Step Behavioral Houston, LLC.

1.6. Exercise of Judgment. Contractor shall use Contractor's own professional judgment as to the best way to perform the Services and shall choose the specific means, manner, and methods of performing the Services, without being subject to the control and direction of Next Step Behavioral Houston, LLC. except as to the result of the Services to be rendered (including, without limitation, as set forth in this Agreement).

1.7. Performance Standard. Contractor warrants that all of the Services will be performed in a professional manner.

1.8. Compliance. Contractor shall perform the Services and other obligations under this Agreement in compliance with (i) all applicable federal, state, and local laws and regulations, including but not limited to those relating to licensing, confidentiality, and patient's rights, (ii) all terms and conditions of any prime contract between Next Step Behavioral Houston, LLC. and the government or other third party that Next Step Behavioral Houston,

LLC. informs Contractor are applicable to the Services, and (iii) the following policies, copies of which are attached to this Agreement:

- (a) Drug- Free Workplace
- (b) Confidentiality Policy
- (c) Reporting Requirements (abuse & neglect)

2. Compensation.

2.1. Amount. Next Step Behavioral Houston, LLC. shall pay Contractor \$20.00-\$25.00 (based on bachelors or master degree) per hour for services performed by Contractor.

2.2. Contractor shall submit daily/weekly reports and other documents (assessment and/or treatment plan, signature sheet, time-logs, etc.) completed during the week to Next Step Behavioral Houston, LLC.

2.3. Benefits. As an independent contractor, Contractor is not entitled to any benefits paid to employees, such as vacation pay, holiday pay, profit sharing, health insurance, unemployment insurance, or workers compensation insurance.

2.4. Expenses. Contractor shall have sole control over and responsibility for payment of all of Contractor's business, travel, equipment, supplies, telephone, fax, postage, and other expenses. Next Step Behavioral Houston, LLC. has no obligation to reimburse Contractor for any of Contractor's expenses without written pre-approval from the Chief Executive Officer. Any reimbursement request must be submitted with an expense report within 30 days of incurring the expense.

2.5. Taxes. Contractor shall be solely responsible for withholding, accruing, and paying all federal, state, and local income taxes, self-employment taxes, and any other taxes and amounts required by law relating to the compensation paid Contractor under this Agreement, and agrees that Next Step Behavioral Houston, LLC. need not withhold, accrue, or pay any such taxes or amounts (but may do so if required by law). Contractor shall provide Next Step Behavioral Houston, LLC. with a completed W-9 form annually.

3. Term and Termination.

3.1. Term. The term of this Agreement is established by Next Step Behavioral Houston, LLC. and will expire at will, commencing on _____, 20__.

3.2. Termination. Either party may, by giving written notice to the other party, terminate this Agreement at any time for cause, including but not limited to (i) breach of any of the terms of this Agreement by the other party, and (ii) any action or inaction that, in the good faith judgment of the terminating party, endangers the health of a patient.

3.3. Payments on Termination. Upon any termination of this Agreement by either party, Contractor shall submit, and Next Step Behavioral Houston, LLC. shall pay, a proper final payment in accordance with section 2.2.

4. General Provisions.

4.1. Independent Contractor. Contractor is acting as an independent contractor with respect to Next Step Behavioral Houston, LLC. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, employer-employee, or principal-agent relationship between the parties.

4.2. No Agency Authority. Contractor shall have no authority to enter into any contracts or agreements in the name of, or for the account of, or that binds or obligate or pledge the credit or any asset of Next Step Behavioral Houston, LLC.

4.3. Non-Exclusivity. This Agreement does not preclude Contractor from performing services similar to the Services for third parties at any time. This Agreement does not preclude Next Step Behavioral Houston, LLC. from engaging or employing other persons to perform services similar to the Services for Next Step Behavioral Houston, LLC. at any time.

4.4. Non-Compete Clause. Throughout the duration of this agreement the contractor shall not, in any manner, represent, provide services or engage in aspects of business that would be deemed similar in nature of business of Next Step Behavioral Houston, LLC, without written consent of the owner, Rosalind Smith. The contractor warrants and guarantees that throughout the duration of this agreement and for the period of no less than 1 year following the culmination, completion or termination of this agreement, that he/she will not directly or indirectly engage in any business that would be considered similar in nature of Next Step Behavioral Houston, LLC, its subsidiaries, and any current or former clients. Nor will the contractor solicit any client, customer, officer, staff or employee for the benefit of him/herself or a third party that is or may be engaged in a business similar in nature with Next Step Behavioral Houston, LLC.

4.5. Confidentiality Clause As a contractor working independently for Next Step Behavioral Houston, LLC, you are responsible for maintaining the confidentiality of information. All technical and non-technical information provided by Next Step Behavioral Houston, LLC, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer/client lists, vendor/supplier lists, marketing/advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of Next Step Behavioral Houston, LLC, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Contractor herein contained with the terms of this agreement.

4.6. Representations and Warranties. Contractor represents and warrants to Next Step Behavioral Houston, LLC that now and at all times during the term of this Agreement:

(a) Education. Based upon job title and description.

(b) License. Contractor holds and will hold a current, valid license based on job title/description, without suspension or restriction. Contractor holds and will hold in good standing, without suspension or restriction, all licenses and permits necessary for Contractor's performances of the Services.

(c) Experience. Shall be based on job description.

(d) Training and Expertise. Contractor has and will have sufficient training, skill, and expertise to perform the Services in a professional and workmanlike manner. Contractor will attend supervision twice a month and required training or

instructions from Next Step Behavioral Houston, LLC with respect to the methods, details, or means of providing the Services. Failure to comply with supervision will result in termination of contract.

(e) Governmental Issues. Contractor's right to participate in the Medicare, Medicaid, or any other governmental health care program has not and will not have been revoked, suspended, or restricted, and no civil monetary penalty has or will have been assessed against Contractor by any federal or state health care authority. All Next Step Behavioral Houston, LLC contract employees will be screened for Medicare, Medicaid, or any other governmental health care program exclusion through the Office of the Inspector General's website prior to delivering services. Contractors will be reported to OIG and their respective licensing board upon investigation and ruling of fraudulent billing.

(f) Public Availability. Contractor's services are and will be available for sale to the general public on a regular and consistent basis.

4.7. Maintenance of Working Capital. Contractor shall maintain sufficient working capital that, in conjunction with Contractor's insurance coverage, can reasonably be expected to cover the reasonably foreseeable risks of Contractor's operations.

4.8. Indemnification. Each party shall defend and hold harmless the other and its shareholders, directors, officers, employees, and agents from and against any and all claims, demands, liabilities, losses, damages, fines, assessments, civil monetary penalties, costs or expenses (including reasonable attorneys' fees) arising from, in connection with, or relating to the indemnifying party's breach of this Agreement, negligence, or other wrongful actions or inactions.

4.9. No Third-Party Beneficiaries. Except as set forth in the Indemnification section, no provision of this Agreement is intended for the benefit of any person other than Next Step Behavioral Houston, LLC. Contractor, and their respective successors and permitted assigns and there shall be no third-party beneficiaries of any provision of this Agreement.

4.10. Non-waiver. Waiver of any provision of this Agreement may only be made in a writing executed by the waiving party. No waiver of any provision of this Agreement will constitute a waiver of any other provision of this Agreement or of a continuation of the violation waived.

4.11. Attorneys' Fees. In the event that a dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be entitled to recover reasonable attorneys' fees and all court or arbitration costs.

4.12. Notices. All notices required by this Agreement shall be in writing and shall be deemed given when acknowledged received by a party or its duly authorized attorney or legal representative or when deposited postage paid, registered or certified mail, addressed to the party at its principal business or residence as set forth in the Company's records or as known to or reasonably ascertainable by the party required to give notice.

4.13. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns, except that, being a contract for personal, professional services, neither this Agreement nor any rights or duties under this Agreement may be assigned or delegated by Contractor.

4.14. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party.

4.15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any provision of Texas law that would apply the law of any other state.

4.16. Integrated Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior statements, representations, promises, understandings, or agreements, oral or written, by or between the parties with respect to the subject matter of this Agreement.

4.17. Amendments. This Agreement may be amended only in a writing signed by both parties.

4.18. Execution and Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

Print Name: Rosalind Smith - Signature: *Rosalind Smith* Executive Director/Owner

Date: _____

Print Name: Contractors' - Signature: _____

Date: _____