



Oasis Counseling Center LLC
CONTRACTOR AGREEMENT

This Agreement is entered into effective as of the 1st day of January in the year 2021, between Oasis Counseling Center LLC (the "Contractee"), and MDM Administrative Services, LLC- Melicia Morgan ("Contractor").

Contractee is engaged in the practice of mental health therapy/counseling and Contractee desires to engage the services of the Contractor for administrative services on the terms and conditions hereinafter set forth, and the Contractor agrees to provide such services; therefore, in consideration of the promises and mutual covenants herein contained, Contractee and Contractor covenant and agree as follows:

COMPENSATION: The Contractor shall be compensated monthly for administrative services rendered each month. The Contractee and Contractor agree to a fee of \$150 weekly to be paid out at \$650 monthly to the Contractor.

Contractor shall be reimbursed only for authorized and approved services and purchases needed beyond the primary and usual needs of Contractee and for Contractor to carry out agreed upon duties.

Contractor understands that as a contracted service and not an employee of the Contractee, no federal and state taxes, Social Security, FICA assessments and other governmental charges will be assessed from Contractor's monthly pay. Contractee will pay out the full monthly fee and it is the Contractor's sole responsibility to ensure that appropriate tax assessments are paid out as per federal and state laws.

DUTIES: Outlined duties required by Contractor are as follows:

1. Contractor shall notify the Contractee within five calendar days of the occurrence of any change of Contractor's telephone number or primary residence, any legal action taken against Contractor's that could potentially cause harm to Contractee.
2. Contractor shall be responsible for taking and responding to office calls and voicemails daily, monitoring and responding to office emails daily, completing initial intake consult calls, monthly appointment audit, and all other duties as agreed upon by Contractor and Contractee.

3. Contractor shall notify Contractee in advance of vacation schedules and ensure that personal vacation time does not impede or become a hindrance to providing contracted services.
4. Contractor shall comply with all federal and state laws governing the practice of professional services, shall comply with all laws, regulations and ethics as outlined in the Contractee's licensing governing body, shall comply with Contractee's working rules and regulations, and use their professional training and judgment in the care and interaction with clients.
5. Contractor agrees to participate in staff meetings as needed.
6. Contractor shall comply with HIPAA (Health Insurance Portability and Accountability Act) laws and ethically sound standards of confidentiality.
7. Contractor will confer with Contractee before making any decisions on behalf of or that may affect the operations of Oasis Counseling Center LLC.
8. Contractor agrees to give at least 30 days notice for resignation to ensure appropriate termination and/or transfer of duties.

RECORDS: Contractor will maintain appropriate records relating to all services rendered by Contractor. Such records shall be the sole property of Contractee. Contractee will retain such records as required by law. Contractor will reimburse Contractee for any costs or other expenses incurred on account of Contractor's failure to maintain records as required by law or contract. Contractor agrees to follow Contractee's policies and regulations to ensure that all records are appropriately secured and remain HIPAA compliant

FACILITIES & PROPERTY: Contractor will work remotely. Should Contractor's duties require office access, Contractee will provide access at that time as needed. To carry out duties, Contractor shall be given a company phone, access to company email, all necessary passwords, electronic health record system access and company files and documentation access. Upon separation, Contractor agrees to return all company property and cease and desist use of all company passwords, files, email and system access.

DO NO HARM: Contractor agrees that they will not engage in any activity which is unprofessional or unethical according to federal, state and local laws as well according to laws, regulations and ethics as outlined in the Contractee's licensing governing body and insurance. Contractor agrees to not engage in activity which is determined to bring harm to, or threaten the reputation of Oasis Counseling Center LLC.

WORKERS' COMPENSATION AND MALPRACTICE INSURANCE: Contractor understands that as a contracted service Contractor is not covered by Workers' Compensation Insurance or Malpractice Insurance by the Contractee. It is recommended that Contractor carries their own Workers' Compensation and/or Malpractice Insurance and add Oasis Counseling Center LLC as an additional insured pursuant to said policy, if the insurance provider agrees to do the same. If Contractor decides to obtain their own malpractice coverage, Contractor shall provide Contractee with a copy of said insurance policy. At the termination of this agreement, Contractor

shall be responsible, utilizing their insurance or at their expense, for any claims made after this agreement terminates that arise from services provided during the term of this agreement.

CONTRACTOR'S EXPENSES: Contractor shall provide and pay for Contractor's professional fees, dues, and any other personal business expenses incurred, as well as access and maintenance of their own personal supplies/computer.

SCHEDULING AND VACATION: Contractee and Contractor shall decide upon a schedule that is agreeable to carrying out the contracted services and duties. Contractor will inform Contractee for which days and times Contractor is on vacation and unable to fulfill duties and agrees that pay will be adjusted accordingly for time off. Contractor understands that pay will not be remitted for vacation and time off.

CONTRACTOR'S LIMITATIONS: Contractor agrees that they will not:

1. Appropriate any property belonging to Contractee nor pledge Contractee's credit.
2. Release or discharge any debt due to Contractee.
3. Withhold any compensation received by Contractor for services performed in Contractee's practice.
4. Use, disseminate, disclose, copy, or obtain a list of Contractee's clients, office practices or policies, manuals, or forms.
5. Make any additional copies of keys or access the office during unauthorized times.
6. Misrepresent Oasis Counseling Center LLC in word, written or digital transmissions.
7. Except as required to perform Contractor's duties herein, Contractor will not use, disseminate, disclose, copy, or obtain a copy of any client files or financial records. Client names and other information related to Oasis Counseling Center LLC's clients, including but not limited to names, addresses, email addresses, clients' peculiar needs, desires, financial statements, accounting reports, credit reports, account balances, treatment plans, and related information shall all remain confidential.

TERMINATION: Either party, Contractor or Contractee, may terminate this Agreement giving 30 days prior written notice, unless cause for early termination is found by Contractee, at Contractee's discretion. Grounds for termination for cause include not carrying out the duties of this agreement, misrepresenting Oasis Counseling Center LLC or any act of the Contractor that Contractee considers materially harmful to Oasis Counseling Center LLC. No notice is required by Contractee if this agreement is terminated due to above listed causes. Contractor agrees to immediately notify Contractee in the event that any circumstance arises that would prevent Contractor from carrying out the duties in this agreement and/or legal action being taken against Contractor that could potentially bring harm to Contractee

NON-SOLICITATION: Contractor agrees not to take clients from Oasis Counseling Center LLC and provide services to them at a competing facility or other setting. Contractor agrees that during the term of this agreement and thereafter, he or she will not solicit, divert, or attempt to divert or take away any clients of Oasis Counseling Center LLC, including, without limitation,

any clients consulted, interviewed, treated, evaluated, or cared for by the Contractor during the term of this agreement, unless otherwise agreed upon by the Contractee. Moreover for the same period of time, Contractor agrees not to solicit, employ or contract with any other Contractors, clients, or Contractors of the Contractee. Contractor freely enters into this Restrictive Covenant and agrees that the prohibited conduct set out herein is reasonable.

CONFIDENTIALITY AND NON-DISCLOSURE: During and after the term of this agreement, Contractor agrees that they will not disclose confidential or business information concerning the Contractee including identification of Employees or other Contractors, client lists, agreements/contracts, fee schedules, referral sources, practice financial and income information, special processes, supply sources, or future practice plans. Contractor agrees to educate themselves and understand HIPAA (Health Insurance Portability and Accountability Act) Laws and agrees to carry out all regulations and statutes within HIPAA, and Contractee's licensing governing body, to protect client information and all information pertaining to Oasis Counseling Center LLC.

SPECIFIC PERFORMANCE: Any breach of the restrictive covenants or non-solicitation provisions contained shall be subject to performance by temporary and permanent injunction or other equitable remedies by a court of competent jurisdiction. The obtaining of such injunction shall not prevent the obtaining party from seeking and obtaining damages incurred as a result of such breach, either prior to or after obtaining such injunction.

LIQUIDATED DAMAGES: The parties agree that any breach of these restrictive covenants will result in forfeiture of monies due Contractor as payment from Contractee. In addition, Contractor will repay to Contractee as liquidated damages, all payments that Contractee made to Contractor during the twelve months prior to termination of Contractor's services as provided herein. Moreover, Contractor stipulates that a violation of these restrictive covenants will subject Contractee to irreparable harm. Accordingly, Contractor agrees that Contractee may petition the Court for injunctive relief from a violation of this agreement.

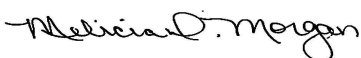
EXPENSES AND FEES: Each party shall pay all consultant, attorney or accountant's fees and expenses incurred by such party with respect to this agreement. Each party acknowledges his or her right to separate legal counsel. Law governing: This agreement shall be governed by the laws of the State of New Jersey.

ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties, Contractee and Contractor. No subsequent amendment to this Agreement shall be binding on either party unless reduced to writing and signed by both parties hereto.

SEVERABILITY: In the event any section of this Agreement shall be adjudged invalid, unethical, or unconstitutional, such adjudication shall not affect the other sections, which shall remain in full force and effect as if the section so declared or adjudged invalid were not originally part hereof.

ASSIGNMENT: The provisions of this agreement shall be assignable only by Contractee.

My voluntary signature below indicates that I have read, understand, and completely agree to the terms herein. I also acknowledge that I have received a copy of the Contractor Agreement (pages 1 - 5). I understand any violation of the agreement may be subject to legal action taken and can void/terminate my relationship with Oasis Counseling Center LLC.

X <u>Melicia D. Morgan</u>	X <u></u>	X <u>01/12/2021</u>
Contractor Name and Credentials (Printed)	Contractor Name and Credentials (Signature)	Date

X _____	X _____	X _____
Contractee Name and Credentials (Printed)	Contractee Name and Credentials (Signature)	Date