

ZOI15 INC. Independent Contractor Agreement for Professional Counseling Services

Independent Contractor Agreement Effective Date:

The Parties are:

Company: ZOI15, Inc.

Contractor's Full Legal Name: _____

Background

1. Company is engaged in the business of providing counseling services to the general public;
2. Contractor has education, training and/or work experience in the counseling profession which Company acknowledges is valuable to Company;
3. Company desires to utilize the education, training and/or work experience of Contractor as an independent contractor in Company's counseling business;
4. Contractor affirms that Contractor is not subject to any agreement or covenant not to compete which would prohibit or limit Contractor from fulfilling this Agreement; and
5. Company will utilize the services of Contractor in Company's counseling business only if Contractor enters into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency thereof being acknowledged by both parties, Company and Contractor hereby agree as follows:

SECTION I: CONTRACTOR'S BEST EFFORTS

Contractor shall put forth Contractor's best efforts to provide professional counseling services for Company's patients and clients during the term of this Agreement as agreed upon herein. Contractor shall be prohibited from involvement in any activity or business enterprise that negatively affect Company's business image, or that prevent Contractor from fulfilling Contractor's obligations under this Agreement.

SECTION II: CAPACITY AS INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and as such, Contractor shall not be deemed to be Company's employee nor does this Agreement constitute a joint venture. The parties intend that Contractor shall be an independent contractor and not an employee. Contractor shall not have any claim against Company under this Agreement for salary, vacation, sick leave, workers compensation, insurance, or other employment benefits. Contractor alone is responsible for his/her payment of all applicable federal, state and local employment taxes and withholdings,

and Company shall file an IRS Form 1099 reflecting all contractual payments paid by Company to Contractor under this Agreement.

Contractor and Company further agree that:

1. Contractor has the right to perform services for others during the term of this Agreement subject to the provisions set out in this Agreement that affect the performance of such services, including the provisions of Section One above. Contractor may enter into other contracts or participate in any other organizations which have purposes identical or similar to the purposes of Company. Contractor further agrees that Company is under no obligation to make referrals to Contractor and Contractor is under no obligation to accept such referrals. Contractor's low productivity or declining of assignments from Company constitutes the basis for termination without prior notice pursuant to SECTION VIII.
2. Contractor has the sole right to control and direct the means, manner, and method by which professional counseling services are provided in accordance with Contractor's education, professional training, experience, and licensure. Nothing in this agreement is intended to alter or interfere with the provider- patient relationship, or Contractor's ability and responsibility to make professional judgments within the scope of his/her professional licensure. Contractor is the sole responsible party of his or her professional counseling services provided.
3. Company shall not withhold from Contractor's contractual payments any payroll withholdings as are withheld from an employee's pay (i.e. for Taxes, Social Security, Medicaid, etc.).
4. Contractor shall be required to maintain professional liability & malpractice insurance covering the conduct of Contractor and shall deliver appropriate evidence to Company as proof that adequate insurance is in force issued by companies reasonably satisfactory to Company. Company shall not be required to provide insurance of any kind for, or on behalf of, Contractor, although nothing shall prevent Company from obtaining professional liability insurance covering or concerning the conduct of Contractor should Company deem the same to be in Company's best interests.
5. Contractor shall be required to maintain a current, unencumbered, unqualified, and unconditional license for LMFT, LPCC, LCSW, or clinical psychologist with the state in which they practice as necessary to perform professional counseling services and to perform services in accordance with the standards of practice set forth in an Exhibit identified as "Standards of Practice" and "Code of Ethics" attached hereto and incorporated herein by reference. The name of the license holder must match the name of Contractor.
6. Contractor is expected to exercise control over when and where to schedule sessions with clients according to Contractor's availability.

7. Contractor shall participate in activities undertaken for the purpose of ensuring compliance with applicable Standards of Practice guidelines, including evaluating the quality, and medical necessity of services provided, including quality assurance, credentialing, and peer review.

8. Contractor shall comply with the billing procedures set for by Company as amended from time to time as outlined by Company. Contractor shall complete all documentation of services required by Company and provide it to Company on a timely basis. Payment of contractual payments to Contractor may be delayed or denied for inadequate documentation of services.

9. Contractor shall prepare and maintain medical records and other pertinent clinical documentation relating to services provided in such a manner and for such periods as required by law, and by the Company.

10. Contractor represents and warrants that he/she possesses the abilities and skills necessary to provide high quality mental health services in accordance with this Agreement. All training and continuing education is the responsibility of Contractor and shall not be reimbursed by Company.

SECTION III: PATIENTS AND CLIENTS OF COMPANY AND CONTRACTOR

Contractor's patients and clients existing at the time of signing this Agreement shall remain as Contractor's patients and clients.

Likewise, Company's patients and clients existing at the time of signing this Agreement shall remain as Company's patients and clients. Accordingly, unless instructed or permitted to do so by Company, Contractor shall not solicit Company's patients or clients for professional services of any kind, counseling or otherwise, nor shall Contractor solicit Company's patients or clients for sales of products of any kind for any reason.

SECTION IV: QUALIFIED PERMISSION FOR CONTRACTOR TO PERFORM PROFESSIONAL COUNSELING SERVICES

So long as Contractor is not in breach of this Agreement, Company agrees to permit Contractor to perform professional counseling services upon Company's premises for the benefit of Company's patients and clients during the term of this Agreement. Except in the case of patients and clients brought in by Contractor, Company will assign established or incoming patients and clients to such counselor(s) as Company deems to be in the best interests of such patients or clients.

SECTION V: PRICING OF AND PAYMENT FOR CONTRACTOR'S PROFESSIONAL SERVICES

Contractor shall have no authority to bind Company to any contractual obligations as between Contractor and any patient or client. Company and Contractor have established what is believed to be fair guidelines for pricing of, and payment, for Contractor's professional counseling services, which has been set forth in an Exhibit identified as "Schedule of Pricing and Contractual

Payments” attached hereto and incorporated herein by reference, and Company shall compensate Contractor as set forth in the “Schedule of Pricing and Contractual Payments.”

Company and Contractor shall use their best efforts to maintain fair and reasonable pricing guidelines, taking into consideration Contractor’s workload and professional growth, during the term of this Agreement, but nothing herein shall require any term contained in said “Schedule of Pricing and Contractual Payments” to be modified prior to the end of the terms of this Agreement. On or before the 10th day of each month, Company and Contractor shall review Contractor’s professional services provided during the previous month, and on or before the 15th day of each month, Company shall make the contractual payments to Contractor for professional services rendered in the preceding month.

SECTION VI: ACCOUNTING OF PRICING AND PAYMENT FOR CONTRACTOR’S PROFESSIONAL SERVICES

On or before the date on which Company issues contractual payments each month, Contractor will provide Company a written statement setting forth the amount due Contractor under this agreement for the previous month. No other accounting or written statements shall be required of Company other than an annual IRS Form 1099 which shall be issued in accordance with the Internal Revenue Code and Regulations affecting reporting of payments to independent contractors.

SECTION VII: EFFECTIVE DATE, TERM, AND RENEWAL OF AGREEMENT

The “effective date” of this Agreement shall be the date indicated irrespective of the date on which it is signed. The initial term of this Agreement shall be one (1) year beginning on the effective date and ending at 12:01 a.m. on the anniversary of the effective date. This Agreement shall automatically renew under the same terms and conditions for successive periods of one (1) year unless a written notice of termination or a written request for a proposed change is given by either party to the other ninety (90) or more days prior to the end of the then- current term.

If a written notice of termination is tendered by either party to the other, this Agreement shall terminate upon completion of the then current term. If a written proposal for change is submitted by either party more than ninety (90) days prior to the end of the term, the other party shall respond in writing not less than thirty (30) days after receipt of said proposed change, either accepting the proposal, rejecting the proposal, or making a counterproposal. If time runs out on the then-current term at a time when the parties have not agreed upon a change in terms, this Agreement shall terminate on the last day of the current term and shall not renew.

SECTION VIII: Confidentiality and Record-Keeping

1. Ownership and Custodianship of Client Records

(a) All client records, including but not limited to progress notes, assessments, treatment plans,

and other documentation created by the Contractor while contracted with the Company, shall be deemed the property of the Company. The Company shall act as the official custodian of these records and shall store them within the Company's secure, HIPAA-compliant electronic health record (EHR) system.

(b) The Company assumes responsibility for the legal retention of all client records in compliance with relevant federal and state laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and any applicable state-specific privacy regulations.

2. Documentation Responsibilities and Access During Contract Term

(a) The Contractor shall accurately document all client sessions, progress notes, and other clinically relevant information in accordance with professional standards and applicable legal requirements, using the Company's designated systems and tools.

(b) While actively contracted with the Company as a treatment provider for the client, the Contractor shall have access to client records and notes via the Company's secure system solely for purposes directly related to the provision of therapeutic services and client care.

3. Termination of Access and Custody Upon Contract Termination

(a) Upon the termination of this Agreement, whether voluntary or involuntary, the Contractor's access to all client records, progress notes, and other documentation within the Company's system shall be terminated immediately.

(b) Following termination, the Company shall retain exclusive responsibility for securely storing and maintaining all client records, ensuring compliance with applicable laws regarding record retention. This includes adherence to the minimum retention period required by law, generally seven (7) years from the date of the last treatment session, or, in the case of records involving minors, until the minor reaches the age of 21, whichever is longer.

4. Confidentiality and Non-Disclosure

(a) The Contractor agrees to uphold the confidentiality of all client information acquired during the term of this Agreement. This obligation extends beyond the termination of the Contractor's association with the Company and remains in effect indefinitely.

(b) The Company reserves the right to grant access to client records to other licensed therapists or authorized personnel within the Company to ensure continuity of care for clients. All access shall be managed in compliance with HIPAA and applicable privacy laws.

5. Continuity of Care and Record Access for Successor Therapists

(a) Upon the termination of the Contractor's relationship with the Company, the Company reserves the right to assign clients to new licensed therapists as necessary to ensure continuity of care.

(b) Any successor therapist assigned by the Company shall be provided access to the client's existing records and progress notes within the Company's secure EHR system to enable a smooth transition and facilitate uninterrupted therapeutic support.

6. Legal and Ethical Compliance

(a) The Company and the Contractor agree to comply with all applicable federal, state, and local laws, as well as ethical guidelines established by relevant professional licensing boards, regarding the handling, storage, and confidentiality of client records.

(b) The Contractor acknowledges that any unauthorized use, access, or disclosure of client records may result in legal action, regulatory penalties, and immediate termination of this Agreement.

SECTION IX: TERMINATION AND DAMAGES

This agreement shall be automatically terminated without prior notice if, at any time during the term hereof, any of the following should occur:

1. Contractor forfeits his/her license to practice in the state in which Contractor practices.
2. Contractor, at the determination of the Company, becomes mentally or physically incapacitated.
3. Company should be required, for reasons beyond its control, to terminate operation.
4. Contractor materially breaches any obligations required hereunder.
5. The death of Contractor.
6. Contractor's actions or statements cause harm or loss of reputation to the Company.
7. Contractor engages in misconduct that causes harm or loss to the Company.

This Agreement may also be voluntarily terminated by either party for any reason upon thirty (30) days written notice to the other party.

Contractual payments earned by the Contractor while not in breach of this Agreement shall be paid to Contractor as scheduled or promptly after the end of the term, despite the fact that the Agreement has been terminated. Damages, if any, to either party for a claim of wrongful termination of this Agreement, shall be made under contract law and not under employment law, it being agreed that employment law provisions, state or federal, do not apply to the independent contractor business relationship between Company and Contractor. Company and Contractor agree to use best efforts to mitigate their damages for an alleged wrongful termination of this Agreement, by, in the case of Company, in seeking another professional to fulfill the duties not fulfilled by Contractor, and in the case of Contractor, in seeking other professional opportunities that will provide some or all of the contractual payments due Contractor under this Agreement.

SECTION X: RETURN OF COMPANY'S PROPERTY

Upon termination of this Agreement for any reason including a non-renewal the then current term, all of Company's property in the possession of Contractor, including but not limited to Company's confidential patient and client charts and information, confidential business information including data, programs, and records in whatever form and however preserved, whether digital or otherwise, computer equipment, passwords, access to company computers, software and programs, keys to the premises, and any and all other property of the Company shall immediately be returned by Contractor to Company.

SECTION XI: NON-DISCLOSURE AGREEMENT

Contractor recognizes and acknowledges that Contractor will, of a necessity have access to private and confidential information concerning Company's patients and clients which has been entrusted to Company for diagnosis and treatment purposes. Accordingly, Contractor agrees that Contractor will never disclose the identity of Company's patients or clients nor any of the private and confidential information of such patients and clients to any third party.

Contractor further recognizes and acknowledges that Contractor will, of a necessity, have access to private and confidential business information to which Contractor would not have access but for his professional independent contractor relationship with Company. Contractor agrees that such business information which is confidential, valuable, special, and unique to Company's business and, for the purposes of this Agreement, constitutes Company's trade secrets. Accordingly, Contractor agrees that Contractor will never disclose such confidential valuable, special, and unique business information to any third party.

In the event of a breach or threatened breach of the provisions of this Section by Contractor, Company shall be entitled to an injunctive relief restraining and enjoining Contractor from such conduct. The availability of injunctive relief shall in no manner limit or prohibit Company from pursuing any other remedies available to Company for such breach or threatened breach, including recovery of damages from Contractor.

SECTION XII: NON-SOLICITATION OF CLIENTS

By the very nature of Company's business and Contractor's profession in providing professional counseling services, Contractor recognizes and acknowledges that he/she shall not become an employee of Company, Contractor will, of a necessity, develop close professional relationships with Company's patient's and clients, who if solicited by Contractor to continue professional services with Contractor either during the term of this Agreement or after the this Agreement has terminated, may do so. Accordingly, Contractor agrees that Contractor shall not, during the term of this Agreement or for two (2) years immediately following the termination of this Agreement, regardless of who initiated the termination, solicit or service for Contractor's benefit, or for the benefit of any other person or entity, any of Company's patients or clients.

In the event of a breach or threatened breach of the provisions of this Section by Contractor, Company shall be entitled to an injunction restraining Contractor from any such conduct. The

availability of injunctive relief shall in no manner limit or prohibit Company from pursuing any other remedies available to Company for such breach or threatened breach, including recovery of damages from Contractor.

SECTION XIII: AUTHORIZATION TO WORK IN THE U.S.

By signing this Agreement, Contractor warrants and represents that he/she is authorized to work in the United States for the entire period applicable to this Agreement.

SECTION XIV: GOVERNING LAW

The parties agree that any disputes arising hereunder shall be governed by the laws of the State of Texas.

SECTION XV: ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION XVI: MODIFICATION OF AGREEMENT

This Agreement shall only be modified by a written amendment signed by Contractor and one authorized officer of Company.

SECTION XVII: WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION XVIII: EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision.

In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. In the event a court of competent jurisdiction determines that any portion of the non-disclosure and non-competition portions of this agreement are too restrictive as written for the status of Texas law then in effect, but would be valid if such provisions were less restrictive, the parties stipulate and agree for the

court to modify the non-disclosure and non-solicitation provisions to make then enforceable to the greatest extent permitted under the then current law.

SECTION XIX: SECTION HEADINGS

The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of, the provisions of this Agreement.

SECTION XX: NOTICES

Any notice provided for or required by this Agreement shall be sent by registered mail, return receipt requested, addressed to Company at the following address:

595 W. LAMBERT ROAD SUITE 101 BREA CA 92821

Contractor at the following address:

SECTION XXI: COSTS AND EXPENSES RELATED TO ENFORCEMENT OF AGREEMENT

Contractor and Company agree that, in the event either party brings a suit at law or in equity to enforce this Agreement, or for any claim of breach or threatened breach from which the Offending party later retreats or ceases the conduct out of which the suit arose, including the non-disclosure or non-solicitation provisions of this Agreement, the prevailing party shall be entitled to reimbursement of all attorney's fees, court costs, and suit monies expended in enforcing said Agreement or for any claim of breach or threatened breach even if the alleged breaching party retreats or ceases the conduct out of which the suit arose.

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

ZOI15, INC.

By: _____
STEPHEN WONG, Representative of ZOI15, Inc.

CONTRACTOR ACKNOWLEDGES HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT AND ITS EXHIBITS, AND HAS BEEN GIVEN THE OPPORTUNITY TO CONFER WITH LEGAL COUNSEL PRIOR TO SIGNING.

<Exhibits>

- Schedule of Pricing and Contractual Payments Standards of Practice

Last revised on May 7, 2024

- Code of Ethics
- FOF Statement of Faith

By:

Signature _____ Date: _____

Print Name: _____