



PROFESSIONAL SERVICE PROVIDER AGREEMENT

MEDICAL

THIS PROFESSIONAL SERVICE PROVIDER AGREEMENT (THE "AGREEMENT") IS ENTERED INTO ON _____ THRU _____ BY AND BETWEEN 5UNDER40FOUNDATIONCORPORATION, A 501(C)(3)ORGANIZATION ("5U40")AND _____ ("SERVICE PROVIDER").

SCOPE OF SERVICE(S):

SERVICE PROVIDER AGREES TO PROVIDE PROFESSIONAL SERVICES, HEREIN REFERRED TO AS "THE SERVICES" TO THOSE CLIENTS OF WHICH 5U40 WHICH 5U40 DESIGNATES. THESE SERVICES ARE BRIEFLY DESCRIBED AS:

THE SERVICES SHALL BE PROVIDED AT NO COST OR REDUCED COST TO THE CLIENTS OF 5U40. RATES OF COST, IF ANY, ARE SET FORTH IN THE INFORMATION SCHEDULE ATTACHED, AS IS A MORE DETAILED DESCRIPTION OF THE SERVICES. THE AFOREMENTIONED CLIENTS SHALL RECEIVE THE SERVICES FROM SERVICE PROVIDER FOR A PREDETERMINED NUMBER OF VISITS / SESSIONS / SERVICES, AS AGREED UPON BY THE PARTIES TO THIS AGREEMENT AND AS APPROVED BY 5U40.

PAYMENT(S):

ALL PAYMENTS DUE SHALL BE PAID DIRECTLY BY 5U40 TO SERVICE PROVIDER WITHIN 45 CALENDAR DAYS FROM DATE OF RECEIPT OF INVOICE. NO FUNDS SHALL BE DISTRIBUTED TO THE CLIENT OF 5U40 AT ANY TIME FOR ANY REASON.

TERM:

THE TERM OF THIS AGREEMENT IS FROM OCT 15, 2013 TO DECEMBER 31, 2014. UNLESS OTHERWISE TERMINATED IN ACCORDANCE WITH THIS AGREEMENT. THE SERVICES SHALL NOT BEGIN PRIOR TO THE EXECUTION OF THIS AGREEMENT BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY; AND ANY SERVICES RENDERED OUTSIDE THE TERM OF THIS AGREEMENT WILL NOT BE COVERED BY ANY PORTION OF THE AGREEMENT, INCLUDING ANY AGREED-UPON COSTS. THESE UNAUTHORIZED SERVICES SHALL BE CONSIDERED TO BE AN AGREEMENT BETWEEN ONLY SERVICE PROVIDER AND THE CLIENT, AND 5U40 SHALL NOT BE CONSIDERED A PARTY TO ANY TRANSACTION OR OTHER ASPECT OF SAID SERVICES.

TERMINATION:

5U40 MAY TERMINATE THIS AGREEMENT IN PART OR IN WHOLE, AT ANY TIME, WITHOUT CAUSE AND SHALL PROVIDE WRITTEN NOTICE TO SERVICE PROVIDER WITHIN 15 CALENDAR DAYS PRIOR TO SAID TERMINATION.

UPON ANY BREACH OF THIS AGREEMENT BY SERVICE PROVIDER, 5U40 MAY TERMINATE THE AGREEMENT IMMEDIATELY AND SHALL PROVIDE WRITTEN NOTICE TO SERVICE PROVIDER WITHIN 10 CALENDAR DAYS AFTER SAID TERMINATION, UNLESS DURING THIS NOTICE PERIOD SERVICE PROVIDER CURES SAID BREACH TO THE REASONABLE SATISFACTION OF 5U40.

SERVICE PROVIDER MAY TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO 5U40 OF AT LEAST 30 CALENDAR DAYS PRIOR TO SAID TERMINATION, FOR 5U40'S FAILURE TO PAY ANY UNDISPUTED AMOUNTS THEN DUE, UNLESS 5U40 FULLY PAYS SAID AMOUNTS WITHIN THIS NOTICE PERIOD. SERVICE PROVIDER MAY ALSO CEASE PROVIDING THE SERVICES TO ANY SINGLE CLIENT OF 5U40 DUE TO REASONABLE COMPLICATIONS OR PROFESSIONAL DIFFICULTIES, SO LONG AS SERVICE PROVIDER HAS MADE A GOOD FAITH EFFORT TO CURE SUCH COMPLICATIONS BOTH WITH SAID CLIENT AND WITH 5U40.

IF 5U40 TERMINATES THIS AGREEMENT WITHOUT CAUSE, 5U40 WILL PROMPTLY PAY SERVICE PROVIDER FOR THE SERVICES PERFORMED THROUGH THE EFFECTIVE DATE OF TERMINATION, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

IN THE EVENT OF TERMINATION, OR AT ANY TIME DURING 5U40'S REQUEST, SERVICE PROVIDER SHALL: (i) IMMEDIATELY RETURN TO 5U40 ANY PROPRIETARY MATERIALS AND INFORMATION IN SERVICE PROVIDER'S POSSESSION OR CONTROL, INCLUDING BUT NOT LIMITED TO MEDICAL RECORDS OF ANY AND ALL CLIENTS OF 5U40 MAINTAINED IN ANY FORM AND (ii) AT 5U40'S REQUEST, COOPERATE WITH 5U40 IN THE TRANSITION OF ANY WORK PERFORMED UNDER THIS AGREEMENT TO 5U40 OR ITS DESIGNEE.

PERFORMANCE OF SERVICES:

SERVICE PROVIDER AGREES TO PERFORM THE SERVICES IN ACCORDANCE TO ANY AGREED-UPON SCHEDULE SET FORTH IN THE ATTACHED INFORMATION SCHEDULE.

SERVICE PROVIDER SHALL ASSIGN ONLY QUALIFIED PERSONNEL TO PERFORM THE SERVICES. INDIVIDUALS THAT WORK ON BEHALF OF THE SERVICE PROVIDER MUST BE CERTIFIED IN RELEVANT CONTEXTS AND IDENTIFIED TO AND APPROVED BY 5U40 PRIOR TO RENDERING THE SERVICES. SHOULD 5U40 OBJECT TO ANY PERSONNEL ASSIGNED BY THE SERVICE PROVIDER, THE SERVICE PROVIDER SHALL PROMPTLY TAKE NECESSARY ACTIONS TO RECTIFY THE OBJECTIONS, INCLUDING, IF REQUESTED BY 5U40, REMOVING SAID PERSONNEL FROM THE PROVISION OF THE SERVICES.

SERVICE PROVIDER SHALL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING EQUAL EMPLOYMENT

OPPORTUNITY, HIPPA AND ANY OTHER STATE AND/OR FEDERAL LAWS, REGULATIONS, RULES AND INDUSTRY STANDARDS RELEVANT AND/OR APPLICABLE TO THE INCUMBENT SERVICE PROVIDER.

INDEMNIFICATION:

SERVICE PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS 5U40 AGAINST ANY AND ALL DAMAGES, SUITS, ACTIONS, CLAIMS, LIABILITIES, LOSSES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO (i) PERSONAL OR BODILY INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY SERVICE PROVIDER'S NEGLIGENCE, OR DUE TO ANY UNFORESEEN COMPLICATIONS, MEDICAL DEVICE MALFUNCTION, OR OTHER UNANTICIPATED CAUSE AND (ii) BREACH OF CONFIDENTIALITY.

INSURANCE

SERVICE PROVIDER SHALL BE FULLY PERMITTED, LICENSED AND INSURED BY ALL RELEVANT AGENCIES AND PROVIDE AND MAINTAIN APPROPRIATE LIABILITY COVERAGE FOR THE SERVICES AS PROVIDED BY THIS AGREEMENT AND IN ACCORDANCE WITH INDUSTRY STANDARDS.

WARRANTIES

5U40 AND SERVICE PROVIDER HEREBY REPRESENT AND WARRANT THAT EACH PARTY HAS THE LEGAL CAPACITY TO EXECUTE AND PERFORM THIS AGREEMENT.

SERVICE PROVIDER WARRANTS THAT IT WILL PERFORM THE SERVICES (i) IN A DILIGENT AND HIGHLY PROFESSIONAL MANNER, (ii) IN ACCORDANCE WITH APPLICABLE LAW AND INDUSTRY STANDARDS; AND (iii) THROUGH EXPERIENCED, LICENSED INDIVIDUALS QUALIFIED TO PERFORM THE SERVICES. SERVICE PROVIDER SHALL OBTAIN AND MAINTAIN ALL REQUIRED GOVERNMENTAL AND THIRD PARTY LICENSES, APPROVALS AND PERMITS APPROPRIATE FOR THE PROVISION OF THE SERVICES AND ANY AND ALL NECESSARY DELIVERABLES.

5U40 MAKES NO WARRANTIES AS TO THE MENTAL OR PHYSICAL HEALTH OF ANY CLIENT REFERRED TO SERVICE PROVIDER, NOR ANY DOES IT MAKE ANY WARRANTIES AS TO COMPLICATIONS THAT MAY ARISE DURING THE TIME THAT SAID CLIENT IS IN SERVICE PROVIDER'S CARE. SERVICE PROVIDER SHALL ASSESS EACH CLIENT'S MENTAL AND PHYSICAL HEALTH PER ITS USUAL PRACTICE AT THE OUTSET OF TREATMENT OF ANY NEW CLIENT AND IN ACCORDANCE WITH INDUSTRY STANDARDS.

SIGNED AND AGREED: 5 UNDER 40 CORPORATION

NAME:

DATE:

SIGNED AND AGREED: SERVICE PROVIDER

NAME:

DATE: