

CLINICAL SERVICES AGREEMENT

Independent Contractor, Referral-Based Specialty Clinical Services

NC Growth & Development Initiative, Inc. | Prosperity Commons

Steps Towards Success, PLLC (Dr. Wanda Brown-Ramseur, Ed.D., LPC-S, LCAS, CCS) | Effective Date:
_____, 2026

1. PARTIES AND BACKGROUND

1.1 Parties. This Clinical Services Agreement (the “Agreement”) is between NC Growth & Development Initiative, Inc., a North Carolina nonprofit corporation exempt under Section 501(c)(3) of the Internal Revenue Code, 1242 W Academy St, Suite 101, Winston-Salem, NC 27103 (“NCGDI”), acting through its Executive Director, and Steps Towards Success, PLLC, a North Carolina professional limited liability company, whose address is _____ (“Contractor”). Contractor will provide services through Dr. Wanda Brown-Ramseur, Ed.D., LPC-S, LCAS, CCS (the “Clinician”). Contractor may not substitute another clinician without NCGDI’s prior written consent.

1.2 The Program. NCGDI operates Prosperity Commons, a Veteran transitional housing and clinical treatment program at 1242 W. Academy Street, Winston-Salem, North Carolina 27103, under a U.S. Department of Veterans Affairs (“VA”) Grant and Per Diem award, FAIN NCGD063-7665-659-PD-27 (the “Program”). The Program is authorized for fourteen (14) beds and will be activated in phases. NCGDI’s Clinical Director, Orrin A. Bynes, LCSW, is the Program’s Qualified Professional and primary clinician.

1.3 Purpose. NCGDI engages Contractor as a specialty clinician for residents the Clinical Director refers, including women Veterans, residents who request a female therapist, residents for whom a second clinician is clinically appropriate, and residents the Clinical Director cannot schedule. Contractor also provides group facilitation, case consultation, and substance use disorder clinical review when requested. This is a referral-based engagement. NCGDI does not guarantee any volume of referrals.

1.4 No prior agreement. Contractor’s proposal dated June 26, 2026, and the related letter dated June 27, 2026, are not binding and are replaced by this Agreement. The fee structure in those documents, including monthly retainer, LCAS supervision, and EMDR consultation fees, does not apply.

2. SERVICES

2.1 Services. On referral from the Clinical Director, Contractor will provide the following services (the “Services”):

- (a) individual therapy for residents, including EMDR therapy (Level 1 basic EMDR counseling), substance use disorder therapy, and trauma-informed counseling, in sessions of up to sixty (60) minutes;
- (b) group facilitation, including substance use disorder groups, relapse prevention, and recovery-focused psychoeducation, in sessions of up to ninety (90) minutes;
- (c) case consultation with the Clinical Director and Program staff; and
- (d) until the Clinical Director’s full LCAS license issues, review of substance use disorder assessments and treatment plans at the Clinical Director’s request, as the LCAS-licensed clinician contemplated by NCGDI’s clinical staffing plan.

2.2 Referral and approval. Each resident referral, each group series, and each consultation or review request must be approved in advance by the Clinical Director, who may give approval by email or in the Program’s electronic health record. Contractor will not provide or bill for Services that were not approved. The Clinical Director will state in each referral the service, the expected number of sessions, and the goal.

2.3 Location and telehealth. Services may be provided in person at the Program or by secure, HIPAA-compliant telehealth from Contractor's office, at the resident's choice where clinically appropriate. Contractor will state her available onsite days and telehealth windows in Exhibit B and update it on fourteen (14) days' notice. NCGDI will schedule residents within those windows. No resident transportation to Contractor's office is contemplated, and Contractor will not bill for travel time or mileage.

2.4 Clinical judgment. Clinical decisions within the scope of the Clinician's licensure remain her professional judgment. NCGDI will not direct clinical decisions for financial reasons. Contractor will coordinate treatment planning with the Clinical Director so that each resident has one treatment plan.

2.5 Policies. Contractor will follow NCGDI's written policies that apply to contracted clinicians, including its Admissions, Records and Professional Practice policies, Emergency and Safety Procedures, and incident reporting procedures, copies of which NCGDI has made available.

2.6 Services not included. Contractor's Level 2 intensive EMDR and IFS trauma treatment program, LCAS clinical supervision, and EMDR consultation toward certification are not Services under this Agreement. Any of them may be added only by a written amendment under Section 11.3 that states the scope, fee, and funding source.

3. COMPENSATION

3.1 Fee schedule. NCGDI will pay Contractor the fees in Exhibit A for Services actually provided and approved under Section 2.2. Fees are the same for in-person and telehealth Services.

3.2 No retainer or minimum. Contractor is paid only for Services provided. Contractor receives no retainer, salary, guaranteed payment, minimum, or benefits, and no payment for time not spent providing Services.

3.3 Monthly cap. Total fees in any calendar month may not exceed \$1,500 until the Program reaches Full Activation, and \$3,000 from the first full month after Full Activation (the "Cap"). "Full Activation" means VA has activated all beds then authorized under NCGDI's Grant and Per Diem agreement. The Executive Director may approve fees above the Cap in writing before the Services are provided. NCGDI will tell Contractor in writing when Full Activation occurs.

3.4 Missed sessions. If a resident fails to attend a scheduled individual session without at least twenty-four (24) hours' notice, NCGDI will pay \$75 for that session, limited to two (2) missed sessions per month. A session NCGDI or the Clinical Director cancels with less than twenty-four (24) hours' notice is paid at the same \$75 rate. No fee is due for a group session that is cancelled, or for a session Contractor cancels.

3.5 Invoices. Contractor will invoice monthly, by the fifth (5th) day of the following month. Each invoice will list, for each Service, the date, the service type, the duration, the resident's Program identifier (not name), and the Clinical Director's referral reference. The Clinical Director will confirm that each listed Service was approved and documented, and the Executive Director will review the invoice in good faith.

3.6 Payment. NCGDI will pay undisputed amounts within forty-five (45) days after receiving a complete invoice. NCGDI will identify any disputed item in writing within ten (10) business days after receiving the invoice, and the parties will resolve it promptly. The parties acknowledge that NCGDI's VA per diem is paid in arrears and that the forty-five (45) day term reflects that.

3.7 No other billing. Services under this Agreement are funded by NCGDI through its VA per diem. Contractor will not bill any resident, Medicaid, Medicare, the VA, or any other payer for a Service provided under this Agreement.

3.8 Expenses. NCGDI will reimburse reasonable expenses only when approved in advance in writing and submitted with receipts within thirty (30) days.

4. INDEPENDENT CONTRACTOR STATUS

4.1 Status. Contractor is an independent contractor and not an employee, partner, or agent of NCGDI. Contractor controls the manner and means of its work and its schedule, subject to Section 2.3. NCGDI will not withhold taxes, will issue a Form 1099, and will provide no employee benefits. Contractor is responsible for its own taxes, licenses, and business expenses.

4.2 No authority. Contractor may not sign contracts for NCGDI, hire, fire, or discipline NCGDI staff, admit or discharge residents, or hold itself out as NCGDI's employee. Admission and discharge decisions remain with NCGDI under its policies.

4.3 Insurance. Before providing Services, Contractor will deliver a certificate showing professional liability insurance of at least \$1,000,000 per claim and \$3,000,000 in the aggregate, and general liability insurance, naming NCGDI as an additional insured for Services provided at the Program, and will keep both in force during this Agreement and give NCGDI thirty (30) days' notice of cancellation.

5. CLINICAL RECORDS AND CONFIDENTIALITY

5.1 Documentation in NCGDI's record. Contractor will document every Service in NCGDI's electronic health record within seventy-two (72) hours after the Service, using NCGDI's templates. NCGDI will provide Contractor a user account and training. Contractor will not keep a separate clinical record for Program residents except as its own licensure rules require, and any such record will contain no more than those rules require.

5.2 Ownership. The clinical record for each resident belongs to NCGDI. Contractor may keep copies as its licensure rules require, subject to Section 5.3.

5.3 HIPAA and 42 C.F.R. Part 2. Contractor will comply with HIPAA and with 42 C.F.R. Part 2. Contractor will not disclose that any person is a resident or is receiving substance use disorder services except as those rules and a valid written consent permit. The Qualified Service Organization Agreement in Exhibit C is part of this Agreement. Contractor will report any suspected unauthorized disclosure to the Executive Director within twenty-four (24) hours.

5.4 Incidents and safety. Contractor will report to the Clinical Director, by phone and then in the electronic health record, any incident involving a resident that NCGDI's incident reporting policy covers, including suicidal or homicidal ideation, overdose, abuse or neglect allegations, and threats, before the end of the same day. Contractor will make any report that state law requires.

5.5 Confidentiality. Contractor will keep confidential all NCGDI non-public information, including resident information, grant and award information, financial information, donor and funder relationships, and personnel matters. This duty survives termination.

5.6 Work product. Materials Contractor developed before the Effective Date, including its group curricula and clinical tools, remain Contractor's property, and Contractor grants NCGDI a non-exclusive license to use them in the Program during this Agreement. Materials Contractor creates specifically for NCGDI under this Agreement, and all clinical documentation, belong to NCGDI.

6. CREDENTIALS, SCREENING, AND COMPLIANCE

6.1 Credentials. Contractor represents that the Clinician holds an active, unrestricted North Carolina LCAS and CCS (each through December 31, 2027), an active North Carolina LPC-S, and EMDRIA Approved Consultant status, and that Steps Towards Success, PLLC is in good standing with the North Carolina Secretary of State. NCGDI will verify licenses at the primary source. Contractor will deliver proof of each renewal before expiration.

6.2 Notice. Contractor will tell NCGDI within two (2) business days of any complaint, investigation, discipline, or adverse action affecting a license or credential of the Clinician or the PLLC.

6.3 Screening. Before Services begin and monthly afterward, NCGDI will screen the Clinician and the PLLC against the OIG List of Excluded Individuals and Entities and the SAM exclusions list, and will conduct a background check on the Clinician. If either becomes excluded, Contractor will be removed immediately from all work connected to federally funded services.

6.4 No payment for referrals. No payment under this Agreement depends on the volume or value of referrals or other business generated for NCGDI or any affiliate, and nothing in this Agreement requires Contractor to refer any person to NCGDI or NCGDI to refer any person to Contractor.

6.5 Grant compliance. Contractor will perform Services in compliance with 38 C.F.R. Part 61, 2 C.F.R. Part 200, and NCGDI's award terms, and will keep records sufficient to support any charge to a federal award, retained for the period 2 C.F.R. § 200.334 requires.

7. NON-SOLICITATION AND CONTINUITY OF CARE

7.1 Non-solicitation. During this Agreement and for twelve (12) months after it ends, Contractor will not use NCGDI's resident, funder, donor, or staff information or relationships to solicit business, employment, or referrals, and will not directly solicit NCGDI employees or contractors to leave NCGDI.

7.2 Continuity of care. Nothing in this Agreement prevents a resident from choosing to continue treatment with Contractor after discharge from the Program, at the resident's own arrangement and expense or through the resident's own coverage, provided the choice is the resident's, is documented in the discharge plan, and Contractor did not solicit it. No non-compete applies to Contractor.

8. TERM AND TERMINATION

8.1 Term. This Agreement begins on the Effective Date and continues month to month. Services begin when the Clinical Director makes the first referral after the Program's first resident admission.

8.2 Notice. Either party may end this Agreement on thirty (30) days' written notice. NCGDI may end it immediately for Cause.

8.3 Cause. "Cause" means: material breach not cured within ten (10) days after written notice, if curable; loss, suspension, or restriction of a required license; exclusion from federal programs; a criminal conviction of the Clinician; a romantic or sexual relationship with a resident; falsification of records; a breach of Section 5.3; or conduct that materially harms NCGDI's reputation, funding, or regulatory standing.

8.4 Transition. On notice of termination, Contractor will complete or transfer active treatment in coordination with the Clinical Director, finish all documentation within seventy-two (72) hours after the last Service, and return NCGDI records and property. NCGDI will pay all amounts earned through the last Service. Sections 5, 6.5, and 7 survive.

9. SEPARATE MATTERS

9.1 No ownership interest. Nothing in this Agreement gives Contractor or the Clinician any ownership, profits, or equity-like interest in NCGDI, Carolina Growth Holdings, LLC, or any affiliate.

9.2 Future arrangements. Any arrangement for Contractor's Level 2 intensive program, for services funded by donors or other non-federal sources, or for services to any NCGDI affiliate will exist only if set out in a separate written agreement, and no Service or payment under this Agreement depends on it.

10. REPRESENTATIONS BY NCGDI

10.1 Authority. NCGDI represents that its Executive Director is authorized to sign this Agreement, that the fees in Exhibit A are within the Program's approved budget, and that NCGDI will provide Contractor with the policies, electronic health record access, and clinical space needed to perform the Services.

11. GENERAL PROVISIONS

11.1 Governing law. North Carolina law governs this Agreement.

11.2 Entire agreement. This Agreement, with Exhibits A, B, and C, is the entire agreement between the parties on its subject and replaces all earlier discussions, proposals, and drafts.

11.3 Amendment. Only a written amendment signed by both parties may change this Agreement.

11.4 Assignment. Contractor may not assign this Agreement or subcontract the Services. NCGDI may assign it to a successor to its Program.

11.5 Severability. If any provision is unenforceable, the rest remains in effect.

11.6 Notices. Notices must be in writing and delivered to the addresses above, or to an email address either party designates in writing.

11.7 Counterparts. The parties may sign in counterparts and by electronic signature.

The parties have signed this Agreement on the dates below, effective as of the Effective Date.

James W. Powell Jr.
Executive Director
NC Growth & Development Initiative, Inc.
Date: _____

Dr. Wanda Brown-Ramseur, Ed.D., LPC-S, LCAS,
CCS
Member and Manager
Steps Towards Success, PLLC
Date: _____

EXHIBIT A

Fee Schedule and Monthly Cap

Service	Fee	Unit and notes
Individual therapy (EMDR Level 1, substance use disorder, or trauma-informed counseling)	\$150	Per session of up to 60 minutes. Includes session documentation. Same fee in person or telehealth.
Group facilitation	\$175	Per group session of up to 90 minutes, regardless of attendance. Includes group note and attendance record.
Case consultation and substance use disorder clinical review (Section 2.1(c) and (d))	\$125 per hour	Billed in 15-minute increments, only when requested by the Clinical Director in writing or in the electronic health record.
Missed individual session (Section 3.4)	\$75	Resident no-show or cancellation with less than 24 hours' notice, or NCGDI cancellation with less than 24 hours' notice. Limited to two per month.
Travel time, mileage, documentation time, scheduling	Not billable	Included in the fees above.

Period	Monthly Cap (Section 3.3)
Effective Date through the month of Full Activation	\$1,500
First full month after Full Activation onward	\$3,000

Illustration. At six (6) activated beds, two residents referred for weekly individual therapy would cost about \$1,300 per month and fall within the Cap. At fourteen (14) beds, four residents in weekly individual therapy plus two groups per month would cost about \$2,950 and fall within the Cap. The Clinical Director will manage referrals to the Cap, and the Executive Director may approve more in writing in advance.

EXHIBIT B

Contractor Availability (Section 2.3)

To be completed by Contractor before the first referral and updated on fourteen (14) days' written notice.

Day	Onsite at Prosperity Commons (hours)	Telehealth from Contractor's office (hours)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Telehealth platform: _____ (HIPAA-compliant, with a signed business associate agreement in place between Contractor and the platform vendor).

Contractor contact for scheduling: _____

Clinical Director contact for referrals: Orrin A. Bynes, LCSW,

EXHIBIT C

Qualified Service Organization Agreement (42 C.F.R. § 2.11)

NC Growth & Development Initiative, Inc. (the “Program”) and Steps Towards Success, PLLC (the “QSO”) agree as follows with respect to patient identifying information the Program discloses to the QSO so that the QSO can provide clinical services to Program residents:

- (1) The QSO acknowledges that in receiving, storing, processing, or otherwise dealing with any patient identifying information from the Program, it is fully bound by the regulations at 42 C.F.R. Part 2, and by the HIPAA Privacy, Security, and Breach Notification Rules, and will comply with them.
- (2) The QSO will not use or disclose patient identifying information except as permitted by 42 C.F.R. Part 2 and HIPAA, and only to provide the services described in the Clinical Services Agreement.
- (3) The QSO will resist in judicial proceedings any effort to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as expressly provided for in 42 C.F.R. Part 2.
- (4) The QSO will implement appropriate administrative, physical, and technical safeguards to protect the information, will report to the Program any use or disclosure not permitted by this Exhibit within twenty-four (24) hours of discovery, and will cooperate with the Program in any required breach notification.
- (5) The QSO will ensure that any of its workforce members who have access to the information are bound by the same restrictions, and will not disclose the information to any subcontractor without the Program's prior written consent and a written agreement imposing the same restrictions.
- (6) On termination of the Clinical Services Agreement, the QSO will return or, if return is infeasible, destroy all patient identifying information, except records its licensure rules require it to retain, which remain subject to this Exhibit for as long as they are retained.
- (7) This Exhibit is effective on the Effective Date of the Clinical Services Agreement and survives its termination for as long as the QSO retains any patient identifying information.

James W. Powell Jr., Executive Director
NC Growth & Development Initiative, Inc.
Date: _____

Dr. Wanda Brown-Ramseur, Member and
Manager
Steps Towards Success, PLLC
Date: _____