



RETAINER SERVICE AGREEMENT

This Retainer Service Agreement ("Agreement") is entered into as of _____, by and between:

Black Sage Group, LLC, a **North Carolina** business entity, with a principal place of business at **5000 Centregreen way, Cary, NC 27513** ("Consultant")

_____, a _____, with
a principal place of business at _____ (Client).

Consultant and Client may be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE OF AGREEMENT

Client desires to retain Consultant to provide ongoing professional consulting services related to social services programs, operations, compliance, and related support, and Consultant agrees to provide such services under the terms set forth herein.

2. SCOPE OF SERVICES

2.1 Services Included

Consultant shall provide consulting services which may include, but are not limited to: - Program development and evaluation - Policy and procedure development - Regulatory and licensing compliance support (including state regulation standards, and Managed Care Network Policy - staff training and coaching -and best-practice consultation - quality assurance and documentation review, strategic planning , process improvement and operational support. This will also include text and telephone support throughout the duration of consultation block. Agreed response window for telephone and text messages is 2 hours.

2.2 Service Limitations

This Agreement does not include legal representation, clinical treatment, medical services, or financial auditing. Consultant does not provide legal advice; Client is encouraged to seek independent legal counsel when necessary.

2.3 Out-of-Scope Services

Services outside the scope above shall require a written amendment or separate agreement and may be billed at Consultant's standard hourly rate.

3. RETAINER AND FEES

3.1 Retainer Fee

Client agrees to pay Consultant a retainer fee of \$ **per block** ("Retainer Fee"). The retainer secures Consultant's availability and includes up to **hours** of consulting services per retainer period.

3.2 Additional Services

Retainer services include text or telephone support with a return call or text within a 2 hour window.

3.3 Non-Refundable Retainer

Unless otherwise stated, the Retainer Fee is non-refundable and earned upon receipt.

3.4 Expenses

Client shall reimburse Consultant for reasonable, pre-approved expenses incurred in connection with the services (e.g., travel, lodging, materials).

4. PAYMENT TERMS

Invoices are due within 30 days of receipt.

- Late payments may accrue interest at 1.5% per month or the maximum rate allowed by North Carolina law, whichever is less.
 - Consultant may suspend services for non-payment with written notice.
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5. TERM AND TERMINATION

5.1 Term

This Agreement shall commence on the effective date and continue on a **block to block** basis unless terminated as provided herein.

5.2 Termination for Convenience

Either Party may terminate this Agreement with **30 days** written notice.

5.3 Termination for Cause

Either Party may terminate immediately for material breach if such breach is not cured within **[10] days** of written notice.

5.4 Effect of Termination

Upon termination, Client shall pay for all services rendered and expenses incurred through the termination date.

6. CONFIDENTIALITY

Consultant shall maintain the confidentiality of all non-public, proprietary, or client-identifying information in accordance with applicable federal and North Carolina laws, including HIPAA where applicable. This obligation survives termination of this Agreement.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee, agent, or partner of Client. Consultant shall be responsible for all taxes, insurance, and benefits related to its personnel.

8. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing: - Consultant retains ownership of all pre-existing materials, tools, methodologies. - Client is granted a non-exclusive, non-transferable license to use deliverables created under this Agreement for internal purposes only.

9. COMPLIANCE WITH LAWS

Both Parties agree to comply with all applicable federal, state, and local laws and regulations, including those of the State of North Carolina.

10. LIMITATION OF LIABILITY

To the maximum extent permitted by North Carolina law, Consultant's liability under this agreement shall not exceed the total fees paid by Client in the **six (6) months** preceding the claim. In no event shall Consultant be liable for indirect, incidental, or consequential damages.

11. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant from any claims, damages, or liabilities arising from Client's operations, misuse of Consultant's recommendations, or violations of applicable laws.

12. NON-SOLICITATION

During the term of this Agreement and for **[12] months** thereafter, Client shall not solicit for employment any employee or subcontractor of Consultant without prior written consent.

13. FORCE MAJEURE

Neither Party shall be liable for failure to perform due to events beyond reasonable control, including natural disasters, government actions or public health emergencies.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Carolina**, without regard to conflict-of-law principles. Venue shall lie exclusively in the state or federal courts located in North Carolina.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral. Any amendments must be in writing and signed by both Parties.

16. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective Date first written above

CONSULTANT:

Black Sage Group, LLC

Authorized Representative:

Title:

Electronic Signature:

CLIENT:

Business or Government Entity:

Authorized Representative:

Title:

Electronic Signature:

