

UNILATERAL BLANKET REFERRAL AGREEMENT

1. Parties:

a. _____

_____, Referring party

And

b. _____

_____, called ABC

2. Recitals:

Whereas ABC provides substance abuse disorders treatment for more than six months,

Whereas ABC operates facilities located in the County of _____,

Whereas the framework subject matter of this agreement is solely sourced in clients' welfare,

Whereas this agreement is designed to provide the parties with a framework of cooperation that in no instance can directly or indirectly lead to compensated referrals, fees split or any other arrangement that may fall under Federal, State and local regulations covering kickbacks and fees split,

Whereas representations herein that are substantial inducements for the parties to contract with each other,

Whereas each party to the agreement hereby undertake to update said representations yearly and notify each other of any change,

3. Representations:

3.1 Each party to this agreement represents and warrants that the information contained hereunder is truthful, accurate and complete.

3.2 As of the date of this agreement, ABC is in good standing with OSHA, DHCS, JCAHO, FTB, IRS, local fire agencies,

3.3 SUD Levels of care¹ ABC

Early intervention services	0.5	YES
Outpatient services	1	YES
Intensive outpatient services	2	YES
Partial hospitalization	2.5	YES
Residential/Inpatient services	3	YES
Medically managed intensive inpatient services	4	YES

3.4 Additional services / modalities

Sober living environment	NO
Medically assisted treatment	NO
Adolescents	NO
Dual diagnosis	NO
Trauma treatment	NO

3.5 All facilities, personnel, programs, curriculum, policies and procedures, and modalities offered to clients are in compliance with pertinent regulations and regularly updated as required.

3.6 Success rates² (SR):	Overall for prior year:	Overall end active treatment:
ABC:	20.00 % (Est.)	80.00 % (Est.)

3.7 ABC represents that it has been in business for six months and operated its facilities in an uninterrupted manner for at least six months.

3.8 Statement:

Each party to this agreement represents and warrants that, as of the date of this agreement it has never been involved in the practices of (i) body brokerage, (ii) kickback, (iii) fee split, (iv) fraud, and to the best of the signatories' best practices, policies and procedures have been implemented to avoid any of these practices to occur.

¹ SUD Level of care and additional services & modalities to be updated to reflect ABC's actual status

² The rates herein are to be modified to reflect the parties' actual success rates.

4. After what the parties have agreed as follows:

4.1. Events constituting a source for cooperation under this agreement:

- a. Pre-existing business relationship,
- b. ABC abilities and services,
- c. Client's welfare,
- d. To ensure a continuum of care for client(s),
- e. To provide services to client(s) under certain mandates issued by governmental agencies,
- f. Commonly developed practice

4.2. Finances / Billing:

- a. The parties herein undertake that there will be NO split billing,
- b. The parties herein undertake that there will be NO overlapping billing.
- c. If there is any financial matter between the parties (*e.g., prepaid transportation costs*), such matter must be resolved thru separate transactions identified the rationale and the resolution of the issue at hand.
- d. The parties herein undertake that there will be NO open account between the parties.
- e. The parties' business relationships and financial interests are prohibited only if financial transactions are linked directly or indirectly to referral.

4.3. Therapeutic independence / non-interference:

- a. Referring party shall abstain from making any recommendation, comment or intervening in any manner in client(s) treatment.
- b. Such prohibition does not apply in case of clients simultaneously treated by both parties.
- c. If Client(s)' welfare require such intervention, the most diligent party shall take any measure deemed appropriate under the circumstances.

4.3 Documentation:

To ensure arms' length transactions between the parties herein and other referring parties, each party herein shall maintain a referral log (*Referral log*) that shall contain the following data:

- Client's full name,
- Referral date,

- Referred party,
- Underlying rationale (*See Section 4, Article 1*)
- Intervening parties' names, namely the person who initiated the referral and the person who accepted the referral,
- Intervening parties' contact

Referral long shall be maintained and accessible to Management for a period to be no less than 5 years from the referral date.

4.6. General statement:

This agreement constitutes a framework designed to better service clients by pooling resources without any other purpose and consequence than servicing clients in need on a case-by-case basis.

Based on the foregoing, some of the provisions contained herein may be amended and/or waived depending on the circumstances, each party having clients' best interests as a directing principle in their decision-making process.

4.7 General terms:

a. Duration:

- *Initial duration:* 365 days from the date of execution of the agreement by all authorized parties.

- *Automatically renewed for an identical period unless:*

(i) Any party notified the other party in writing of its desire to end the agreement. Such notice shall be in a dated stamped written instrument mailed to the addresses above. Notices of non-renewal can be mailed anytime,

(ii) Representations contained in Sections 2 and 3 no longer applies.

- *Early termination:* for convenience this agreement may be terminated by either party. Notice of termination shall be effective 48 hours after the date of the sending. Notice of termination shall be date stamped, in writing and mailed to the addresses above.

b: No rights and obligations other than those stated in this agreement:

No rights and obligations other than those stated in this agreement shall be created or inure to the benefit of the parties to the agreement, their successors, assigns and clients.

This agreement is for public health benefit only.

c. Additional terms:

Confidentiality: This agreement, exhibits, appendices, and any instrument incorporated by reference shall be kept by the parties in strictest confidentiality. They can be disclosed to third parties for legal advice, financial, accounting and/or tax matters only.

HIPAA compliance – Business Associate Agreement: To comply with applicable HIPAA regulations (as they may be amended or supplemented from time to time), the parties to this Agreement shall enter into a Business Associate Agreement to be executed concurrently with this Agreement.

Jurisdiction: In case of conflict arising out of this agreement, the courts located in the County of _____, _____ shall have exclusive jurisdiction.

Applicable Laws: _____ laws and applicable Federal laws exclusively govern this agreement.

Attorney Fees, costs and expert fees: In case of conflict arising out of or in connection with this agreement, the prevailing party shall be entitled to be reimbursed by the losing party of reasonable attorney fees, expert fees, and costs.

Binding Effect: This agreement is binding upon the parties' successors and assigns.

Assignment: This agreement is for personal services and cannot be assigned without the assigned party's prior written consent. It can however be assigned by any party to any third party owning a controlling interest in the assignor's business. For interpretation purpose, controlling interest means more than 51% of voting power of a fully diluted basis.

Entire Agreement. No partnership – No contractor – sub contractor relationship – No employer – employee relationship: This agreement constitutes the entire understanding and agreement between the parties. It does not constitute or is the preamble to any partnership, contractor – subcontractor or employer – employee relationship of any kind.

Notices: Notices under this agreement shall be mailed via certified mail with return receipt or any other time stamped written medium including Emails and Facsimiles.

Conflict of interest: All parties to this agreement have taken reasonable steps to protect each other from any conflict of interest, and therefore both parties mutually waive any potential conflict of interest that may arise out of one or more surveys subject matter of this agreement.

Severability: Should any provisions of this agreement deemed null or void by any competent jurisdiction, only the provision(s) subject to such determination shall be deemed null or void while the remainder of the agreement shall remain valid and enforceable.

Superseding effect: This agreement supersedes all and any verbal or written agreement the parties may have had. It does not however cover any engagement the parties may have entered covering matters other than the matter(s) within the scope of this agreement.

Consent: When needed to achieve the contemplated transaction, no party shall unreasonably withhold consent.

This agreement was made in two original copies in the County of _____, _____ on _____.

ABC

XYZ

_____ (signature)

_____ (signature)

_____ (Title)

_____ (Title)

_____ (Name)

_____ (Name)

Date: __/__/____

Date: __/__/____

CONFIDENTIAL