

# PURCHASE OF SERVICES AGREEMENT

This Purchase of Service Agreement ("Agreement") is made by and between Skypoint Recovery Virginia LLC ("Facility") and Region 1 CSBs ("Payer") to provide non-hospital Partial Hospitalization Programming SUD treatment regarding:

CLIENT FULL NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

FOR SERVICES BEGINNING ON OR AROUND: \_\_\_\_\_ [DATE]

The terms of this Agreement are as follows:

1. Payer will purchase, and Facility will furnish ASAM 2.5 partial hospitalization treatment services located at: 3751 Nine Mile Rd, Richmond, VA 23223, at the rate of \$532.50 per day plus a \$125 per week housing fee for the above-referenced client for up to thirty (30) days without renewal of this Agreement. Housing will occur at 2110 Redd Street, Richmond, VA 23223, via transitional housing partner Redd House LLC. Payer shall be financially responsible for all treatment services provided by Facility under this Agreement and Facility shall not seek reimbursement from individual clients.
  - a. All referrals need to be deemed medically and clinically appropriate by the Facility.
2. The Payer understands that the Facility may provide direct transportation at its discretion.
3. Payer will initiate services under this Agreement by contacting Facility's designated admissions representatives and submitting this executed Agreement together with any other information which is reasonably required by Facility. Facility's admissions representatives will coordinate the referral.
4. Prior to admission the Payer will provide the name and address where the claim will be sent after treatment is completed based on the number of treatment service days.
  - a. All claims will be processed by Payer and Payer shall reimburse Facility within 30 days of submission.
  - b. Payer hereby agrees to pay Facility for the treatment services furnished by Facility under this Agreement in accordance with the rates set forth in paragraph 1.
5. Payer will identify a Contact Person's name, phone number, and address for clinical updates and aftercare.
6. Members of the Payer may contact Natasha Joyner – 804-815-9684 at the Facility with questions about billing.
7. This Agreement may be terminated with or without cause at any time upon written notice by either Party.

8. Both Parties shall ensure that they maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of clients in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164 ("HIPAA")), 45 C.F.R. Part 2, and the Parties' respective policies and procedures regarding the privacy and confidentiality of such information. Both Parties represent that, during the term of this Agreement, each Party shall notify the other Party in the event a Party becomes aware of any use or disclosure of client information that violates the terms and conditions of this paragraph.
9. The Parties shall remain separate and independent entities. Neither of the Parties shall be construed to be the agent, partner, co-venturer, employee, or representative of the other Party.
10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected but rather shall be valid and enforceable to the fullest extent permitted by law. In such event, the parties shall in good faith attempt to renegotiate the terms of this Agreement.
11. The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto. This Agreement is not intended to create any third-party beneficiary right for any other person or entities.
12. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their duly authorized transferees and assigns.
13. This Agreement represents the Parties' complete understanding regarding the subject matter herein. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party, nor may they be employed for interpretation purposes in any dispute involving this Agreement.
14. Any amendment to this Agreement shall be in writing and signed by both Parties.

Signed:

By Payer:

\_\_\_\_\_

Printed name: \_\_\_\_\_

By Facility:

\_\_\_\_\_ *Geoffrey J. [Signature], Chief Operating Officer*