

Resident's Initials \_\_\_\_\_

## ATON CENTER FINANCIAL AGREEMENT

This Agreement is made by and between \_\_\_\_\_ ("Resident")  
an individual whose address is \_\_\_\_\_

\_\_\_\_\_ ,  
and the AToN Center, Inc., a California Corporation, dba the AToN Center, whose  
principle place of business is in Encinitas, California (P.O. Box 230746, Encinitas, CA,  
92023, the "Location"), with reference to the following facts:

### RECITALS

WHEREAS, the AToN Center is the owner and operator of a residential treatment center  
for Substance Abuse and Dependence (the "Services"), and

WHEREAS, Resident desires admission to the AToN Center in order to obtain these  
Services,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises  
contained herein and for other valuable consideration, the receipt and sufficiency of  
which is hereby acknowledged, Resident and the AToN Center hereby agree as follows:

### AGREEMENT

#### 1. Services

The AToN Center shall provide to Resident Services consisting of the following:

(a) Residency at the Location, in a

\_\_\_\_\_ reserved private \_\_\_\_\_ unreserved room (Resident initials)

Residents utilizing insurance for payment are assigned a room based on availability at the  
time of admission. If a resident requests a private room during intake, a private room  
reservation fee of \$15,000 for a 30-day period is required. This fee is non refundable and  
will not be reimbursed by insurance.

AToN Center does not guarantee that Resident will remain in the same room for the  
duration of treatment as unforeseen circumstances may necessitate a room change.

(b) Food, including regular meals and snacks.

(c) Recovery-Related Activities, including treatment, a minimum of 20 hours per week,  
and recovery-enhancing recreational activities, all provided at times and for periods at the  
AToN Centers' sole discretion.

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## 2. Payment

The fees for Services shall be as follows:

- (a) Resident agrees to pay the following fees, for which Resident is wholly responsible.
- (b) Although Resident may discharge at any time, or may stay by mutual agreement for a period of up to one year, fees are calculated on a 30 day period.
- (c) If detox services are needed, The AToN Center will charge an additional \$200.00 per day. The period of time needed for detox will be determined by a physician.

Cost of Services for 30 Days: \_\_\_\_\_

Daily Rate: \_\_\_\_\_ Detox Daily Rate: \_\_\_\_\_  
(Cost of Services divided by 30)

Short Stay Daily Rate: \_\_\_\_\_  
(120% of Daily Rate)

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**(d) AToN Center requires a 2-day notice of discharge prior to departure date. Please note that this notice must be reported to the Program Director before 1pm on the day of notice. Failure to report your early discharge date by this deadline will result in the following:**

- Discharges prior to 1pm will result in a 2 day fee added onto your final invoice.
- Discharges after 1pm will result in a 3 day fee added onto your final invoice.

(e) If Resident discharges in less than 10 days, Resident agrees to pay the Short Stay Daily Rate per day (including payment for the two days required notice of discharge, if discharge occurs without notice).

(f) If, at the sole discretion of the AToN Center, Resident is discharged for substantial non-compliance, Resident will be responsible for paying the Short Stay Daily Rate, to include two days notice of discharge.

(g) If, at the sole discretion of the AToN Center, Resident is discharged as being disruptive to the AToN Center community (Resident significantly disrupts the recovery work of other community members), or as clinically inappropriate (Resident cannot at the present time adequately benefit from the Services), Resident will be responsible for paying only the Daily Rate through the date of discharge.

(h) Additional fees:

- I) Administration Fee. Residents who fail to appear for admission will be charged for one day at the Short Stay Daily Rate.

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II) Ancillary Fees. Resident shall be responsible for payment for all outside services including but not limited to admission and regular drug screenings, medical fees, hospital detoxification services, dental and hygiene services and prescription medications.

III) Damages. Resident agrees to be financially responsible for any and all damages Resident makes to the AToN Center or its furnishings. Resident agrees to early discharge if payment for damages needs to be taken from monies on deposit.

(i) Refunds. Except for requiring two day notice of discharge, and charging an administrative fee if the Resident fails to appear for admission, AToN Center does not charge for services which are not delivered. In the event some of the monies deposited with the AToN Center need to be refunded, the refund will occur by the same mechanism that payment was made.

3. Referral to another facility. In the event that the treatment professionals of the AToN Center determine in their sole discretion that Resident is clinically inappropriate to remain at the AToN Center, the AToN Center will make a referral to another clinical facility.

4. No Warranty or Guaranty. Resident acknowledges and agrees that the AToN Center is not making any warranty, representation or guaranty with respect to the provision of the Services to Resident or the results thereof, and that notwithstanding the provision of the Services, the AToN Center has absolutely no ability to ensure that Residents behavior and/or lifestyle is conforming or will conform to the guidelines taught to Resident as part of the recovery-related activities. Resident further acknowledges, agrees and understands that the success that Resident obtains as a result of the Resident's receipt of the Services will be directly related to Resident's ongoing willingness to participate in and Resident's participation in ongoing recovery-related activities after Resident's receipt of the Services.

5. Release of Information. Resident acknowledges, agrees authorizes and hereby provides his or her informed consent in order that the AToN Center may release his or her personal information, including but not limited to, financial, medical and treatment records, this Financial Agreement, social security number, name, address and date of birth to third party collection companies or any other person or entity responsible for paying for health care services rendered to the resident, to the extent the AToN Center deems it necessary, in its sole discretion, to retain such companies to assist it in the payment of monies owed to the AToN Center by Resident, or deems it necessary to allow responsibility for payment to be determined and payment to be made.

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6. Entire Agreement. EACH PARTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, INCLUDING ALL EXHIBITS ATTACHED HERETO, IS THE COMPLETE STATEMENT OF THE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENT. Any agreement hereafter made shall be ineffective to modify, supplement or discharge the terms of this Agreement, in whole or in part, unless such agreement is in writing and signed by both parties.

7. Severability. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the performance of the offending term or provision shall be excused as if it had never been incorporated into this Agreement, and, the remaining part of this Agreement shall not be affected thereby and shall continue in full force and effect.

8. Applicable Law: Consent to Jurisdiction. This agreement shall be solely governed by the laws of the State of California. Any action or proceeding arising out of or relating to this agreement shall be filed in and heard and litigated solely before the state courts of California located within the County of San Diego.

9. Attorneys' Fees and Costs. If any party institutes or should the parties otherwise become a party to any action or proceeding based upon or arising out of this Agreement the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party all costs and expenses of prosecuting or defending the action or proceeding, as the case may be, including, without limitation, reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

RESIDENT

DATED: \_\_\_\_\_

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

Signature: \_\_\_\_\_

ATON CENTER

DATED: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_