



Provider Collaboration and Referral Services Agreement

Pulse Cardiometabolic Wellness, LLC and Participating Organization

Effective date	_____
Organization	_____
Organization type	MedSpa / Wellness center / Aesthetics / Chiropractic / Other
Primary contact	_____

Purpose and scope. This agreement establishes a nonexclusive professional relationship through which Pulse and the participating organization may identify appropriate services for individuals, exchange general educational resources, and coordinate referrals when requested by the individual and permitted by law. It does not create employment, agency, ownership, a joint venture, or a promise of referrals.

Implementation review. The Parties will adapt this agreement to their specific services and confirm applicable professional licensing, patient-choice, privacy, advertising, payer, and referral requirements before implementation.

Agreement Terms

1. Parties. Pulse Cardiometabolic Wellness, LLC, a Pennsylvania limited liability company, is referred to as “Pulse.” The organization identified above is referred to as the “Organization.” Each is a “Party,” and together they are the “Parties.”

2. Independent professional judgment. Each Party retains sole responsibility for its own services, personnel, records, billing, licensure, clinical judgment, informed consent, treatment decisions, and compliance. Neither Party may direct or control the other Party’s clinical decisions or represent that it can guarantee a particular treatment, prescription, outcome, or acceptance of a referral.

3. Nonexclusive referrals and patient choice. Referrals are nonexclusive. Each patient or client remains free to choose any qualified professional or organization. A Party may decline a referral when services are outside its scope, capacity, licensure, clinical judgment, geographic reach, or legal authority. No minimum number or value of referrals is required or promised.

4. No payment for referrals. Neither Party will offer, pay, solicit, or receive anything of value in exchange for, or to induce or reward, a referral, recommendation, prescription, purchase, or order. Any separate administrative or marketing service must be documented in writing, commercially reasonable, set in advance at fair market value, and unrelated to the volume or value of referrals or business generated. The Parties will not bill a federal or state health care program for noncovered referral or marketing activity.

5. Permitted collaboration. Subject to law and each Party's policies, collaboration may include providing accurate service information, maintaining a professional contact pathway, supplying downloadable educational or consent templates, coordinating treatment-related referrals, and confirming whether a referred individual established contact when the individual authorizes that communication.

6. Prohibited conduct. Neither Party may make misleading claims, use the other Party's name or logo without written approval, imply endorsement beyond this agreement, alter clinical documents in a way that misstates their source or purpose, promise eligibility for medication or procedures, collect fees on behalf of the other Party without a separate written agreement, or share patient information through unsecured channels.

7. Privacy and records. Each Party will comply with applicable privacy, security, breach-notification, record-retention, and professional confidentiality requirements. The Parties will use the minimum information reasonably necessary and appropriate secure methods. This agreement is not a Business Associate Agreement. If a Party will create, receive, maintain, or transmit protected health information on behalf of the other, the Parties will determine whether a Business Associate Agreement or another data-sharing document is required and execute it before that activity begins.

8. Consent forms and templates. Pulse may make forms available for download. The receiving Organization is responsible for legal and clinical review before use, configuring required fields and signatures in its chosen system, maintaining completed forms in the correct patient record, and confirming that the form fits the services actually provided. Downloadable templates do not replace an individualized consultation, examination, informed-consent discussion, medical-necessity determination, good-faith examination when required, or clinician documentation.

9. Licensure and insurance. Each Party represents that it will maintain all licenses, registrations, permits, supervision or collaboration arrangements, professional liability coverage, and general business insurance required for its activities. Each Party will promptly notify the other of a material restriction, suspension, exclusion, lapse, investigation, or loss of coverage that could affect this relationship, to the extent legally permitted.

10. Quality and complaints. Each Party will respond promptly to safety concerns, adverse events, privacy incidents, and complaints related to its own services. The Parties may communicate for treatment and operational purposes as legally permitted, but neither Party assumes responsibility for the other Party's acts or omissions.

11. Financial responsibility. Unless a separate written schedule states otherwise, each Party bills and collects for its own services and bears its own costs. Patients or clients will receive clear information about which entity provides and bills for each service. No Party may represent that the other Party participates with a payer or that a service is covered unless that statement has been verified.

12. Professional Partner Patient Courtesy. Pulse may offer an eligible referred individual a standardized five percent courtesy reduction on qualifying self-pay Pulse professional services. It does not apply to prescriptions, compounded medications, pharmacy charges, laboratory charges, shipping, third-party services, insurance-billed services, or any item prohibited from discounting by law or contract, and it may not be combined with another promotion unless Pulse states otherwise in writing. The courtesy is provided to the individual, not to the referring Party; it does not depend on the volume or value of referrals and creates no payment, credit, rebate, commission, or other remuneration for the referring Party. Pulse may modify or end the courtesy prospectively after legal or payer review.

13. Intellectual property. Each Party retains ownership of its name, logo, website, written materials, and other intellectual property. Limited use approved in writing ends when this agreement ends. A Party must promptly stop unauthorized or outdated use after notice.

14. Confidential business information. Each Party will protect nonpublic business, pricing, workflow, credentialing, and operational information received from the other and use it only for this relationship. This obligation does not cover information that is public through no breach, independently developed, lawfully received from another source, or required to be disclosed by law.

15. Term and termination. The initial term is one year beginning on the effective date and renews month to month unless the Parties select another term in Appendix A. Either Party may terminate without cause on 30 days' written notice and may terminate immediately for patient-safety concerns, unlawful conduct, material privacy or security risk, loss of required licensure or insurance, exclusion from a government program, or material breach that cannot be promptly cured.

16. Indemnification and liability. To the extent permitted by law, each Party is responsible for its own acts and omissions and those of its workforce and contractors. Any indemnification, limitation of liability, insurance allocation, or dispute-resolution provision should be completed by counsel based on the Parties' structure and services. Nothing in this agreement waives a patient's rights or excuses negligent, reckless, intentional, or unlawful conduct.

17. Notices. Formal notices must be sent to the contacts in Appendix A by a method that provides confirmation of delivery. Routine coordination may occur through the approved contact methods listed there, but protected health information may be transmitted only through an authorized secure channel.

18. General terms. This agreement and its signed appendices are the entire agreement on this subject and may be amended only in a writing signed by both Parties. If one provision is unenforceable, the remaining provisions remain effective. Neither Party may assign this agreement without written consent, except as part of a lawful reorganization or sale that assumes the obligations. Pennsylvania law governs, without deciding in this template the appropriate court, venue, arbitration, or other dispute process; counsel should complete that selection before signature. Electronic signatures and counterparts may be used.

Appendix A Relationship Details

Complete this section before signature. Do not begin exchanging protected health information or representing a formal relationship until the required legal and operational review is complete.

Item	Agreed details
Organization legal name	
Entity type and state	
Business address	
Primary contact name and title	
Phone and email	
Organization services	
Pulse services relevant to relationship	
Approved public description of relationship	
Secure referral method	
Routine contact method	
Term or renewal changes	

Separate administrative services or fixed fee

None unless described in a separate signed addendum

Appendix B Privacy and Referral Workflow

- Default workflow: the individual contacts the receiving Party directly. No patient list is exchanged.
- If a warm handoff is requested, obtain and document the individual's permission and disclose only the information necessary for that purpose.
- Do not send diagnoses, medication lists, laboratory results, photographs, insurance information, or completed forms through ordinary email or text unless the method is authorized and appropriately secured.
- Determine before implementation whether the Parties are acting as independent treating providers, a covered entity and business associate, or another legally recognized relationship.
- Execute a separate Business Associate Agreement when required. This agreement does not substitute for one.
- Each Party retains records according to the rules that apply to its services and responds to its own access, amendment, accounting, subpoena, complaint, and breach obligations.

Signatures

By signing, each representative states that they are authorized to bind their organization, have reviewed the agreement, and understand that any required privacy or service addenda must be completed before implementation.

Pulse Cardiometabolic Wellness, LLC

Authorized signature: _____

Date: _____

Printed name: _____

Title: _____

Email: _____

Phone: _____

Participating Organization

Authorized signature: _____

Date: _____

Printed name: _____

Title: _____

Email: _____

Phone: _____



PROVIDER AGREEMENT EXECUTION PAGE

This execution page is incorporated into the attached Provider Collaboration and Referral Services Agreement. The participating organization should complete its information and signature below. Pulse will countersign after review.

ORGANIZATION LEGAL NAME

AUTHORIZED REPRESENTATIVE NAME AND TITLE

BUSINESS ADDRESS

EMAIL ADDRESS

PHONE NUMBER

PARTICIPATING ORGANIZATION ACKNOWLEDGMENT

☐

I am authorized to bind the organization identified above. I have reviewed and accept the attached agreement, including the patient-choice, privacy, nonpayment-for-referrals, and Professional Partner Patient Courtesy terms.

ELECTRONIC SIGNATURE - TYPE FULL LEGAL NAME

DATE

ELECTRONIC SIGNATURE CONSENT

☐

I intend my typed name above to serve as my electronic signature and agree that it has the same effect as my handwritten signature. I understand that an electronic copy of the completed agreement may be retained.

PULSE COUNTERSIGNATURE

AUTHORIZED SIGNATURE

DATE