

NAATP Membership Terms and Conditions

NAATP membership is a privilege extended to addiction treatment providers and supporters at the sole discretion of The National Association. NAATP requires that all members adhere to NAATP Provider members are expected to comply with Guidelines as published in the NAATP Quality Assurance Guidebook.

During the application and renewal process, members are required to attest that they have read, understand, and agree to adhere to these NAATP Membership Terms and Conditions, NAATP <u>Code of Ethics</u> and <u>NAATP Values</u>. Members and applicants must further agree that a failure to adhere, as determined in the sole discretion of NAATP, will result in disciplinary action by NAATP that may include denial of the membership application, corrective action by the member, or revocation of membership.

Membership Class

NAATP offers two classes of membership: Provider and Supporter Members

<u>Provider Members</u> must provide direct professional addiction recovery services. Provider members must be entities or individuals that/who provide professional addiction treatment or recovery services including, but not necessarily limited to residential care, outpatient care, counseling, or other services constituting a component of the continuum of addiction recovery care. Provider members must be licensed/certified and accredited in accordance with NAATP policies and procedures.

<u>Supporter Members</u> are entities or individuals that/who provide a service that supports or contributes to the work of NAATP, contributes to the goals of addiction service and treatment provision, or promotes law and policy that benefit the treatment service industry.

Application for Membership

All applications for membership shall be submitted to NAATP through the <u>online Membership</u> <u>Application Form</u>. Applications will be considered by NAATP, which shall grant or deny membership, in its sole discretion, based upon the applicant's satisfaction of membership conditions and criteria, and based upon any other factors pertaining to the best interests of the Association. Membership decisions are generally made within two weeks. If additional information is required, the review process may take longer while NAATP waits for submission of additional materials.

Member Dues

Dues are assessed based on the member or applicant's gross annual revenue for the fiscal year preceding their application or renewal. Companies that do not have a full year of revenue with which to select an appropriate dues category should utilize their anticipated revenue in selecting the dues category. As of January 2019, the dues schedule is as follows:

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Member Dues

Provider Members Gross Annual Revenue - Dues Amount

- Less than 1.5M \$1,000
- 1.5M but less than 3M \$1,250
- 3M but less than 5M \$1,750
- 5M but less than 8M \$2,750
- 8M but less than 12M \$4,250
- 12M but less than 18M \$5,750
- 18M but less than 25M \$7,750
- 25M but less than 35M \$10,500
- 35M but less than 50M \$14,500
- Greater than 50M \$20,500

Supporter Members Gross Annual Revenue - Dues Amount

- Less than 1.5M \$1,000
- Greater than 1.5M \$2,500

Member Status

Resignation of Membership

A Member may resign from Membership at any time. A resigning Member is not relieved from any obligation for charges incurred, services or benefits actually rendered, dues, assessments or fees, arising from contract or otherwise, and this provision shall not diminish any right of the Association to enforce any such obligation or obtain damages for the Member's breach.

Membership Expiration

Membership is granted to addiction treatment providers and supporters for a one-year term starting on the date of approval. NAATP is under no obligation to extend or renew at the expiration of a term. NAATP expressly reserves the right, within its sole discretion, to re-admit or to decline to admit a Member's membership application following the expiration of a membership term, or to establish conditions for admission. No member shall have any right or expectation of continued membership following the expiration of a membership term. Provider Members and Supporter Members must pay and remain current with their NAATP dues in such amounts as are established by the NAATP Board of Directors.

Revocation or Termination of Membership

Members of NAATP and Applicants agree, as a condition of membership, that their membership may be revoked or terminated by NAATP, at its sole option, for (1) any failure by the Member to comply with membership conditions and criteria, (2) any failure to pay dues, (3) loss of state licensure or accreditation, or (4) any other reason that NAATP, within its sole discretion, determines is in the best interests of the Association.

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Disputes

Mediation of Disputes Prior to Arbitration

If any dispute, controversy, or claim arises out of, results from or relates in any way to NAATP membership, an application for membership, the denial or non-renewal of membership, or any other membership benefit or service provided by NAATP (collectively, the "Dispute"), all Provider Members, Supporter Members and Applicants agree, together with NAATP (collectively, the "Parties"), to attempt in good faith to negotiate a resolution to the Dispute though an informal negotiation process. If negotiations do not result in a resolution within thirty (30) days from the date either Party first notifies the other Party of the Dispute, then the Parties will cooperate in good faith to resolve the Dispute by mediation before proceeding to arbitration. Either Party may elect to pursue mediation upon written notice of such election to the other Party. Such mediation shall be assisted by a neutral mediator acceptable to all Parties and shall require the commercially reasonable efforts of the Parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the Parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice to submit the Dispute to mediation, either Party may invoke the mediation service of the American Arbitration Association (the "AAA").

Arbitration of Disputes

The Parties agree that if they are unable to resolve a Dispute by the informal negotiation process, or by mediation, then the Dispute shall be submitted to final, binding arbitration in accordance with the AAA's Commercial Arbitration Rules (the "Rules"), and shall be decided by a single arbitrator mutually agreed upon by the Parties or, in the absence of such an agreement, by a single arbitrator selected according to the Rules. The arbitration shall be held in Denver, Colorado. Each Party understands and agrees that such Party is knowingly and voluntarily waiving all rights to have such controversies, claims, or disputes heard and decided by the judicial process in any court in any jurisdiction. This waiver includes, without limitation, the right otherwise enjoyed by such Party to a jury trial. The arbitrator shall have the power to award any Party any relief available to such Party under applicable law but may not exceed that power. The arbitrator shall explain the reasons for the award but need not produce formal findings of fact and conclusions of law. The arbitrator's award shall be final and binding and judgment upon the award may be entered in any court of competent jurisdiction. There shall be no appeal from the award except on those grounds specified by the Federal Arbitration Act and case law interpreting the Federal Arbitration Act. All costs of the arbitration charged by the AAA and the arbitrator shall be split equally by the Parties regardless of the outcome of the arbitration.

Subsequent Arbitration or Litigation Costs

In the event of any arbitration or legal proceeding arising out of or related to any Dispute, the prevailing Party (as determined by the arbitrator or judge, if applicable) shall recover his, her or its arbitration or litigation costs (including, without limitation, attorneys' fees, expert witness fees and both taxable and non-taxable costs, but not including the costs of arbitration incurred in connection with the Dispute.

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