

Avina Engagement Contract Template

AVINA · Engagement Contract Template · v1.0

Engagement Agreement

Between Avina Wellness LLC and the Family of the Principal

Document control

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Author: Avina Wellness LLC

1. Parties

This Engagement Agreement (the 'Agreement') is entered into on [DATE] by and between:

- Avina Wellness LLC, a Delaware limited liability company with its principal place of business in Los Angeles, California ('Avina'); and
- [FAMILY MEMBER FULL NAME], an individual residing at [ADDRESS] ('Family Member'), engaging Avina on behalf of [PRINCIPAL FULL NAME] ('Principal').

Family Member confirms they have the authority and the consent of the Principal (where the Principal is competent) to enter into this Agreement.

2. Scope of services

Avina will provide the following case-management services to the Principal:

- Mother-meeting at intake to set Vision and Insight (the 12-month horizon).
- Goal-setting (two or three named outcomes; concrete, measurable, time-bound).
- Plan cascade (monthly, weekly, daily, progression narrative).
- Consequence architecture (every milestone with pre-agreed consequence in writing).
- Daily reflection log (ten minutes per active client per day).
- Weekly status report to Family Member.
- Family briefing every [FREQUENCY] (default: weekly).

- Crisis-response under safety contract (24-hour welfare-check obligation).

Avina is not a clinical provider under this Agreement. Avina coordinates with clinical providers (residential programs, hospital staff, attending physicians, therapists) but does not deliver clinical services.

3. Term and termination

This Agreement begins on [START DATE] and continues for an initial term of [TERM] months. The Agreement renews automatically for successive [RENEWAL] periods unless terminated under section 3.2.

3.2 Termination

- Either party may terminate on 30 days written notice.
- Avina may terminate immediately if Family Member breaches the consequence schedule (section 5).
- On termination, Avina delivers a closeout report and final reflection log to Family Member within 14 days. Recordings retained or returned per section 6.

4. Fees

Family Member pays Avina:

- Engagement retainer: \$[AMOUNT] payable on signing.
- Monthly fee: \$[AMOUNT] per month, billed on the [DATE] of each month.
- Crisis-event fee: \$[AMOUNT] per documented crisis-response event (welfare check, hospital escort, attending coordination).
- Late payment: 1.5% per month on outstanding balances after 30 days.

5. Consequence schedule

Family Member acknowledges that Avina's case management depends on a pre-agreed consequence architecture. Family Member commits to enforcing the following automatic consequences without case-by-case judgement or negotiation:

- Safety check-in missed (24 hours no contact): welfare check initiated; hospital protocol activated; Family Member notified.
- Week 4 housing decision missed: family co-sign offer expires; inpatient or supportive housing becomes the default Avina recommendation.
- Week 8 income or treatment milestone missed: family financial support re-scoped under new written conditions.
- Refusal to acknowledge weekly status: engagement paused; written notice of termination risk.
- Self-discharge from program in less than 7 days: family financial support paused per pre-agreed schedule.

Family Member confirms they have read, understood, and agree to enforce the consequence schedule. Avina cannot operate effectively if Family Member relaxes the boundary the engagement is enforcing in real time.

6. Recording authorisation (CRITICAL)

California Penal Code section 632 requires the consent of all parties to a confidential communication. Family Member, by signing this Agreement, expressly authorises Avina to:

- Audio-record any conversation between Avina personnel and Principal (where Principal has separately consented or is recorded with Family Member's authority on their behalf where such authority is lawful).
- Audio-record any conversation between Avina personnel and Family Member.
- Retain those recordings for the duration of the engagement plus 7 years for legal-defence and clinical-handover purposes.
- Produce those recordings to law-enforcement, attending clinicians, or attorneys-of-record where Avina determines such production is necessary for the safety of the Principal or for the legal protection of Avina personnel.

If the Principal will be in a state other than California, the Recording Legal Matrix ([clinical/legal/recording-legal-matrix.html](#)) governs additional consent requirements. New York, Florida, and several other states have differing statutes that may require additional authorisations.

7. Confidentiality

Avina holds all material received from or about the Principal and Family Member in confidence and discloses only with written consent or where required by law (mandated reporting, court order, safety threat).

Avina is not a HIPAA Covered Entity under this Agreement (Avina Wellness LLC operates outside the healthcare entity structure). Where the engagement intersects with a HIPAA Covered Entity (the Principal's attending clinician or hospital), Avina executes a separate Business Associate Agreement as appropriate.

8. Family voice channelling

Family Member agrees to channel direction-setting through written position documents reviewed weekly with Avina, rather than through ad-hoc phone calls. Position documents are signed and become the operating reference for Avina until the next scheduled review.

Avina will not act on a verbal direction from Family Member that conflicts with the most recent signed position document. Direction changes require an updated signed position document.

9. Independent contractor relationship

Avina is engaged as an independent contractor. Nothing in this Agreement creates an employer-employee relationship between Avina and Family Member or Principal.

10. Indemnification and limitation of liability

Family Member indemnifies Avina from claims arising from Family Member's actions or inactions, including failure to enforce the consequence schedule (section 5).

Avina's aggregate liability under this Agreement is limited to fees paid to Avina under this Agreement in the 12 months preceding the claim. Avina is not liable for the Principal's clinical outcomes, which are governed by the Principal's attending clinical providers.

11. Governing law

This Agreement is governed by the laws of the State of California. Any dispute is resolved in the state or federal courts in Los Angeles County, California.

Signatures

By signing below, Family Member acknowledges they have read, understood, and agree to all terms of this Agreement, including the consequence schedule (section 5) and the recording authorisation (section 6).

Family Member signature · printed name · date

Kelly Mortazavi for Avina Wellness LLC · date

Template only · v1.0 · 03/05/2026

This is a contract template. It is not legal advice. Family Member is encouraged to engage independent counsel to review this Agreement before signing. Avina engages California-licensed counsel separately for review and update of this template.