



**Five Star Referral Network™**  
and  
**Five Star Family Support Alliance™**

# Master Operating and Partnership Agreement

*E-sign Ready Version*

<b>Agreement Purpose</b>	To define the operating, financial, branding, and referral relationship between Five Star Referral Network™ and Five Star Family Support Alliance™.
<b>Governing Law</b>	State of Iowa

## 1. Parties

This Master Operating and Partnership Agreement ("Agreement") is entered into by and between Five Star Referral Network™ ("FSRN") and Five Star Family Support Alliance™ ("FSFSA"), collectively referred to as the "Parties."

## 2. Purpose

The purpose of this Agreement is to establish the operational, financial, and structural relationship between the Parties.

Under this structure, FSFSA serves as the public-facing family-support alliance and partnership platform, while FSRN serves as the underlying referral infrastructure, operational engine, and network management system.

## 3. Structure of Relationship

### 3.1. Role of FSFSA

- Serve as the front-facing alliance and partnership layer.
- Cultivate and maintain relationships with nonprofits, community organizations, ministries, agencies, employers, and strategic partners.
- Promote coordinated family-support initiatives and partnership opportunities.
- Facilitate referral opportunities into the FSRN operating system.

## **3.2. Role of FSRN**

- Operate all referral infrastructure, intake systems, CRM systems, routing, assignment, and network operations.
- Maintain the advocate, director, service-partner, and employer network structure.
- Manage lead handling, referral fulfillment, coordination processes, and internal operational systems.
- Administer compensation systems, approvals, and network participation requirements.

## **3.3. Authority**

FSRN retains full operational authority over referral handling, partner approvals, network structure, contracts, compensation, and systems administration.

FSFSA retains relationship authority over alliance-building, strategic collaboration development, and front-facing partnership cultivation, subject to the controls set forth in this Agreement.

## **4. Contractual Control**

### **4.1. Centralized Contracting**

All contracts shall be held exclusively by FSRN unless expressly authorized in writing by FSRN. This includes, without limitation, Service Partner Agreements, Advocate Agreements, Director Agreements, Employer Agreements, and any other revenue-generating or operational agreements.

### **4.2. No Independent Contracting by FSFSA**

- FSFSA shall not enter into contracts that bind FSRN financially or operationally without prior written authorization from FSRN.
- FSFSA shall not collect payments directly from clients, partners, or network participants unless expressly authorized in writing by FSRN.
- FSFSA shall not create independent financial obligations on behalf of FSRN.

## **5. Financial Structure**

### **5.1. Revenue Collection**

All revenue related to the network, alliance-generated referrals, service-partner relationships, and associated systems shall be collected and processed by FSRN through FSRN-controlled systems.

### **5.2. Revenue Distribution**

Revenue shall be distributed according to the then-current FSRN compensation structure, including company share, founder share, advocate commissions, and director commissions, as established internally by FSRN.

### **5.3. FSFSA Participation**

FSFSA may receive a defined participation share, commission allocation, or other approved internal compensation tied to partnership-generated opportunities only as determined by FSRN's internal compensation schedules or written addenda.

## **6. Referral Flow**

- All referrals generated through FSFSA partnerships shall enter the FSRN intake system.
- Referrals shall be tagged, categorized, routed, and tracked within FSRN-controlled CRM and operational systems.
- Referrals shall be assigned and fulfilled through FSRN-approved advocates, directors, service partners, employers, or other approved participants.

## **7. Data Ownership**

All data, including leads, referrals, partner information, operational data, and performance metrics, shall remain the sole property of FSRN.

FSFSA is granted access to relevant information only for alliance, reporting, and relationship-management purposes, subject to FSRN's discretion and any applicable privacy or operational controls.

## **8. Branding and Positioning**

### **8.1. FSFSA Branding**

FSFSA shall be positioned as the public-facing family-support alliance and collaborative partnership layer.

### **8.2. FSRN Branding**

FSRN shall remain the operating infrastructure, referral system, and network engine behind FSFSA.

### **8.3. Co-Branding**

Co-branded materials may be used where appropriate, provided the Parties' roles are clearly defined and no misrepresentation of structure, authority, ownership, or operational responsibility occurs.

## **9. Non-Circumvention**

FSFSA agrees not to bypass FSRN systems, redirect referrals outside the network structure, establish competing referral structures using FSRN-derived relationships or data, or otherwise circumvent FSRN's operational controls.

## **10. Confidentiality**

Both Parties agree to maintain the confidentiality of business operations, partner relationships, financial structures, compensation systems, internal processes, and other non-public information disclosed or developed in connection with this Agreement.

## **11. Term and Termination**

### **11.1. Term**

This Agreement shall remain in effect until terminated in writing by either Party.

## **11.2. Termination**

Either Party may terminate this Agreement upon written notice. Upon termination, FSFSA shall cease use of FSRN systems, branding access governed by FSRN, and operational channels controlled by FSRN. All active referrals, pending opportunities, and related operational matters shall remain under FSRN control unless otherwise agreed in writing.

## **12. Liability**

FSRN operates as a referral and coordination entity and does not provide direct licensed, legal, medical, counseling, housing, childcare, transportation, or financial services unless separately disclosed and contracted. Neither Party guarantees outcomes provided by third-party providers.

## **13. Independent Parties**

The Parties are independent entities. Nothing in this Agreement creates an employment relationship, joint venture, general partnership for liability purposes, fiduciary relationship beyond the terms expressly stated herein, or agency authority except as expressly authorized in writing.

## **14. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Iowa.

## **15. Entire Agreement**

This Agreement represents the entire understanding between the Parties concerning the subject matter addressed herein and supersedes prior discussions, proposals, or representations relating to that subject matter.

**16. Signatures**

*The Parties acknowledge and agree to the terms of this Agreement as of the date(s) of execution below.*

<b>Five Star Referral Network™</b>	<b>Five Star Family Support Alliance™</b>
Authorized Representative: _____	Authorized Representative: _____
Title: _____ _____	Title: _____ _____
Signature: _____	Signature: _____
Date: _____ _____	Date: _____ _____

*Prepared as an e-sign-ready agreement for document workflow and PDF distribution.*