

DISCLAIMER

The following sample agreement is provided to demonstrate the terms of an agreement between a community-based organization and a partnering healthcare provider for care management services (community health integration (CHI), principal illness navigation (PIN), and principal illness navigation-peer support (PIN-PS). The submission or use of this document does not constitute the provision of legal advice. You should consult independent legal counsel, in your State, prior to the use, modification, or execution of this sample agreement document.

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Additional implementation resources available online:
www.communityhealthintegration.info

THIRD-PARTY PROVIDER AGREEMENT

This **THIRD-PARTY PROVIDER AGREEMENT** (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between:

- a. **CBO Name**, a _____ (profit, non-profit, government agency, etc.) Corporation (“CBO” Community-Based Organization) with place of business at **Street Address, City, State Zip Code**; and
- b. **XYZ Healthcare Provider**, a healthcare services provider formed under the laws of **[STATE]** (“Provider”) with offices at **Street Address, City, State Zip Code**

Each, CBO and Provider, is a Party, and collectively, the Parties to this Agreement.

1 RECITALS

WHEREAS, Provider offers healthcare services to patients and is also enrolled as a provider of Medicare Part B services, a Medicaid provider, and a network provider for commercial insurance carriers in the State of [_____];

WHEREAS, Provider has credentialed a staff of physicians, nurse practitioners / physician assistants, nurses and other licensed staff to provide and bill Medicare, commercial insurance carriers, and Medicaid for medically necessary healthcare services – delivered to eligible beneficiaries (“Beneficiaries”);

WHEREAS, CBO provides person-centered planning, care coordination, interventions to address health-related social needs (HRSNs), health navigation services, caregiver supports, peer support, and population health management services for residents on behalf of hospitals, medical practices, health systems, managed care organizations and government agencies;

WHEREAS, Provider and CBO now wish to enter into a third-party agreement to provide a range of care management services to include the following: a) community health integration (CHI), b) Principal Illness Navigation (PIN), and c) Principal Illness Navigation-Peer Support (PIN-PS). The defined care management services will be delivered to eligible beneficiary based on medical necessity – established by an eligible Provider;

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties agree to the following terms and conditions to partner to deliver the following care management services: a) community health integration (CHI), b) Principal Illness Navigation (PIN), and c) Principal Illness Navigation-Peer Support (PIN-PS).

2 ENROLLMENT OF NEW BENEFICIARIES FOR SERVICES

- 2.1 Provider and CBO will work collectively to identify qualifying Beneficiaries through outreach efforts at hospitals, community sites, and other locations, and render applicable care management services reimbursable by Medicare, commercial insurance carriers, and Medicaid.
- 2.2 CBO and Provider will collaboratively work to deliver care management services and coordinate care for Beneficiaries as defined in Section 3 of this Agreement.

- 2.3 Provider will deliver services for Beneficiaries as defined in Section 3 of this Agreement.

3 DELIVERING SERVICES AND COORDINATING CARE FOR NEW BENEFICIARIES

- 3.1 CBO and Provider will work in an integrated manner to enroll Beneficiaries, in care management programs, based on an initiating visit and needs assessment. CBO auxiliary personnel, including, but not limited to, trained health coaches, care coordinators, social workers, and community health workers, will support the Provider to complete initial needs assessments, using evidence-based screening tools and assessment protocols. Initial assessments will identify if there is a medical necessity for the delivery of applicable care management services.
- 3.2 CBO will provide staff that will operate as auxiliary personnel to the Provider in the capacity of an interdisciplinary care team (“CBO auxiliary personnel”). The CBO auxiliary personnel will provide direct support and assistance to eligible beneficiaries to adhere to scheduled medical visits and preventive health services, determined medically necessary by the Provider. Beneficiaries in care management programs are generally expected to need at least one face-to-face medical care visit per quarter, to ensure that required preventive health services are delivered per clinical protocols, based on the medical management plan developed by the Provider. The frequency of medical care visits will be determined by Provider and based on medical necessity. Provider will provide medical care services, preventive health services, and refer the beneficiary to specialty providers, as required.
- 3.3 Provider and CBO will work in an integrated manner to develop a comprehensive, person-centered plan for each beneficiary. The person-centered plan will address the following target areas: Medical needs, preventive health service schedule, wellness planning, health-related social needs, psychosocial barriers to health, social drivers of health, access to community and social service resources, behavioral health/substance use disorder (SUD) needs, food insecurity, housing insecurity, transportation insecurity, malnutrition, and any other factor(s) that may negatively impact the ability of the Provider to diagnose or treat a healthcare condition.
- 3.4 Provider and CBO will work in an integrated manner to enroll qualifying Beneficiaries in the following care management programs: a) community health integration, b) principal illness navigation (PIN), and c) principal illness navigation-peer support – based on medical necessity determined by the Provider. CBO auxiliary personnel will provide community-based care management services under the General supervision of the Provider and based on a comprehensive person-centered plan. CBO auxiliary personnel will make regular contact with assigned beneficiaries, for the purposes of supporting identified patients with meeting the goals and objectives of their specific comprehensive, person-centered care plan.
- 3.5 Provider will authorize CBO staff access to its information technology systems, electronic medical records, other medical records, or patient registries, as needed, to

document reimbursable care management services, rendered to eligible beneficiaries after an initiating visit that established medical necessity.

- 3.6 CBO will authorize Provider staff access to its information technology systems, as needed, to coordinate care management activities between Provider and CBO.

4 ALLOCATION OF COSTS, REVENUES AND FEES

- 4.1 Each Party will carry costs of their employees, contractors and other resources allocated to this third-party care management agreement, unless otherwise agreed to in writing.
- 4.2 Services reimbursable by Medicare, Medicaid, Commercial Insurance, and managed care organizations (“MCOs”) will be billed through Provider, as the rendering healthcare provider exerting general supervision of the CBO auxiliary personnel. Provider shall initially receive all revenues from billed services (“Services Revenue”).
- 4.3 Provider will retain all Services Revenues derived from care management services provided by CBO auxiliary personnel.
- 4.4 Services Revenues, derived from care management services, provided by CBO auxiliary personnel shall be allocated as shown in the table below; and the fees paid to the CBO will be contingent upon actual collections obtained by the Provider. The Parties may modify this table by mutual agreement, as an addendum to this agreement. Both parties agree that there will be a standard administrative processing fee for the cost of billing and collections, generally defined as revenue cycle management (RCM) services.

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The fees for services rendered by CBO clinical staff are detailed in the following table:

Code	Description	Time Requirement	Fee Schedule Rate	**CBO Fee (90% of Fee Schedule Rate)
Community Health Integration (CHI)				
G0019	Community Health Integration Services SDOH 60 min	Initial 60 minutes	\$79.24	\$71.32
G0022	Community Health Integration Services; add 30 min	add 30 minutes	\$49.44	\$44.50
Principal Illness Navigation (PIN)				
G0023	PIN Service, 60 minutes per month	Initial 60 minutes	\$79.24	\$71.32
G0024	PIN Service, add 30 min	add 30 minutes	\$49.44	\$44.50
Principal Illness Navigation-Peer Support (PIN-PS)				
99492	PIN-PS Service, 60 minutes per month	Initial 60 minutes	\$79.24	\$71.32
99493	PIN-PS Service, add 30 min	add 30 minutes	\$49.44	\$44.50
*G0511	Applicable only to FOHCs and RHCs	Use G0511 for each applicable service.	\$70.71	\$63.64
**CBO will receive 90% of collections to reimburse for the cost of labor to deliver care management services.				

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- 4.5 Within fifteen (15) days of Provider receiving Service Revenues, for care management services provided by CBO auxiliary personnel, in accordance with the fee schedule per agreement, Provider will remit payment to the CBO based on the defined fee schedule in this agreement.

5 AUDIT AND EXTRAPOLATION

- 5.1 CBO will provide support necessary to Provider in the event of audits conducted by Medicare, Medicaid, MCOs or government agencies that pertain to services provided by CBO auxiliary personnel. The Parties will mutually define terms and conditions to govern any refund of fees that may arise out of Provider audits.

6 CONFIDENTIALITY

- 6.1 Each Party shall retain in strict confidence the confidential information of the other Party. Examples of confidential information include, without limitation, business plans, go-to market strategies, prospect and customer lists, care management protocols, technology features, designs, and documents.
- 6.2 Confidential information of a Party shall only be used by the other Party while performing its responsibilities under this Agreement and will be disseminated only on a need-to-know basis among its employees, advisors and agents that have executed a confidentiality agreement containing terms substantially similar to those set forth herein.
- 6.3 The obligations of confidentiality set forth in this Section shall not apply to information (a) disclosed to the extent required by a court of law, federal, state or local statutes or regulations provided that prior to any such disclosure, the party obligated to make the disclosure gives the party that owns the confidential information notice and the opportunity to contest or limit the disclosure; (b) independently developed by the Party receiving the information without reference to or use of the other Party's confidential information; (c) acquired by a Party from a third party not subject to such obligations, unless the receiving Party knew or should have known that the information being revealed is confidential as described in this Agreement; or (d) which is or becomes part of the public domain through no breach of this Agreement by the receiving Party.
- 6.4 To the extent required by the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder, or of similar regulatory requirements in which healthcare services are distributed, each Party assures the other Party that it will appropriately safeguard protected health information made available to or obtained by it pursuant to this Agreement ("PHI") or the performance of any of its obligations hereunder and shall, upon reasonable request, execute such agreements and undertake such responsibilities as are required by local and/or country laws dealing with personal data security. Without limiting the obligations of the Parties otherwise set forth in this Agreement or imposed by

applicable law, the Parties agree to comply with applicable requirements of local law relating to PHI or its local equivalent and with respect to any task or other activity each Party performs on behalf of the other Party. Specifically, each Party agrees to comply with provisions of any Business Associate Agreements executed by the Party.

- 6.5 The Parties shall not issue a press release or other public statement concerning this Agreement without the other Party's advance written consent, which consent shall not be unreasonably withheld.

7 OTHER TERMS

- 7.1 During the time, this Agreement is in force and effect and for one year thereafter, each Party shall not, directly or indirectly (including by causing, encouraging, directing or soliciting any other person to):
- a. Hire, contract, take away or cause to be hired, contracted or taken away any employee of the other Party;
 - b. Solicit or encourage any employee of the other Party to terminate employment with or cease providing services to such Party; or
 - c. Induce or attempt to induce any client, supplier, vendor, service provider or other business associate of the other Party to cease doing business with the other Party, or in any way interfere with the relationship between the other Party and any of its clients, vendors, service providers or business associates.

8 REPRESENTATIONS AND WARRANTIES

- 8.1 CBO warrants that (a) it is a _____ (non-profit, for-profit, or Governmental agency) company duly formed, validly existing and in good standing under the laws of the State of [_____]; (b) that it possesses all licenses, permits and authorizations required for the conduct of that portion of its business relevant to the subject matter of this Agreement; (c) that it is duly qualified to conduct business in all the jurisdictions in which the nature of its business requires such qualifications; (d) and that it is not in default of any obligation owed to a third party the continuation of which would have a material adverse impact upon its ability to perform its obligations under this Agreement.
- 8.2 Provider warrants that (a) it is a duly formed, validly existing and in good standing business, under the laws of the State of [_____]; (b) that it possesses all licenses, permits and authorizations required for the conduct of that portion of its business relevant to the subject matter of this Agreement; (c) that it is duly qualified to conduct business in all the jurisdictions in which the nature of its business requires such qualifications; (d) and that it is not in default of any obligation owed to a third party the continuation of which would have a material adverse impact upon its ability to perform its obligations under this Agreement.

- 8.3 Neither CBO nor Provider require the consent of any third party in order to enter into this Agreement or to perform the duties defined in this agreement, anywhere in the United States of America.
- 8.4 Neither Party, nor any officer, director or managing employee of either Party, is a Sanctioned Person (as defined below), and the Parties further covenant and agree that a Party shall notify (the "Notifying Party") the other Party (the "Notified Party") immediately in the event that any officer, director or managing employee of the Notifying Party, becomes a Sanctioned Person, which change in status may, at the option of the Notified party, be deemed to be sufficient cause to justify the Notified Party to terminate this Agreement, in accordance with terms of this Agreement. For purposes hereof, "Sanctioned Person" shall mean a person or entity that:
- a. Is currently under indictment or prosecution for, or has been convicted of (i) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any state health care programs, (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (iv) obstructing an investigation of any crime referred to in (i) through (iii) above, or (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
 - b. Has been required to pay any civil monetary penalty under 42 U.S.C. § 1128A regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or
 - c. Has been excluded from participation in the Medicare, Medicaid, or any state health care program.

9 TERMINATION

- 9.1 **Term.** This Agreement shall, unless otherwise terminated as provided in this Section, shall commence on the Effective Date and shall continue for an Initial Term of twelve (12) months and, thereafter, if this Agreement has not been terminated, this Agreement shall be automatically renewed for successive periods of twelve (12) months, each a "Renewal Period" (the Initial Term together with any subsequent Renewal Periods shall constitute the "Term"); unless:
- a. Either Party notifies the other, in writing, at least sixty (60) days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiration of the applicable Initial Term or the applicable Renewal Period; or

- b. The Agreement is otherwise terminated in accordance with the provisions of this Agreement;
- 9.2 **Termination by voluntary request by either Party of the Agreement.** Either Party to this agreement can initiate termination of this agreement for any reason, with or without cause, in writing as long as a minimum of sixty (60) day's written notice has been given to the other party to this agreement, and the other party acknowledges receipt of the written notice.
- 9.3 **Termination for Breach.** Each Party will have the right to declare the other in breach and seek remedies therefore in the event the other Party commits a material breach of a material term of the Agreement and fails to cure such breach within thirty (30) days after written notice thereof; or, if the cure is not capable of being cured within such period, if the cure has not commenced and the breaching Party is not working diligently towards a cure.
- 9.4 **Termination for Insolvency.** Either Party may terminate this Agreement if the other Party: (i) becomes insolvent; (ii) becomes a debtor in bankruptcy; (iii) executes an assignment for the benefit of creditors; (iv) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Party or of all or substantially all of such Party's property or assets, or fails within ninety (90) days after the expiration of a stay to have such appointment vacated; or (v) fails to stop the assignment of substantially all of such Party's property, made for the benefit of such Party's creditors, then the other Party may terminate this Agreement.
- 9.5 **Termination for Loss of Status.** CBO may terminate this Agreement immediately if Provider Organization loses its status or certification as a Medicare provider, Medicaid provider, or if any disciplinary actions are brought against Provider Organization by any State or Federal agency.
- 9.6 **Effect of Termination.** Upon termination of this Agreement by any Party:
- a. Each Party will promptly return to the other party, within sixty (60) days of termination, all confidential information and all copies and portions thereof, in all forms and types of media provided by the other party together with a declaration under oath that all copies have been returned.
 - b. Each Party will be responsible to make all payments to the other Party as required by commercial terms included in attached Schedules to this Agreement.
- 9.7 **Survival.** The rights and obligations of the parties contained in Sections 9 and 10 shall survive the termination of this Agreement.

10 INDEMNITY

- 10.1 Each Party shall fully indemnify (the "Indemnifying Party"), hold harmless and defend (collectively "indemnify" and "indemnification") the other Party and their directors, officers, employees, agents, and stockholders (collectively, "Indemnified

Party”) from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs) (collectively, any “Claim”), which arise out of or relate to:

- a. any breach of any representation or warranty of the Indemnifying Party contained in this Agreement;
- b. any breach or violation of any covenant or other obligation or duty of Indemnifying Party under this Agreement or under applicable law;
- c. the negligence of, willful misconduct of, or violation of the law by Indemnifying Party, whether or not the relevant Claim has merit and except to the extent caused by the active negligence, or willful misconduct of the Indemnified Party.

10.2 The Indemnified Party shall promptly notify the Indemnifying Party of any Claim for which indemnification is sought, following actual knowledge of such Claim, provided however that the failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that such Indemnifying Party is materially prejudiced by such failure. In the event that any third-party Claim is brought, the Indemnifying Party shall have the right and option to undertake and control the defense of such action with counsel of its choice, provided however that the:

- a. Indemnified Party at its own expense may participate and appear on an equal footing with the indemnifying party in the defense of any such Claims; and
- b. Indemnified Party may undertake and control such defense in the event of the material failure of the Indemnifying Party to undertake and control the same. A Party shall not consent to judgment or concede or settle or compromise any Claim without the prior written approval of the other Party, which approval shall not be unreasonably withheld, unless such concession or settlement or compromise includes a full and unconditional release of the Indemnified Party, and its directors, officers, employees, agents, and stockholders from all liabilities in respect of such Claim.

11 GENERAL

11.1 **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of [_____] without reference to conflict of law principles.

11.2 **Dispute Resolution.** In the event that a dispute arises between the Parties which cannot be resolved in the normal course, the following dispute resolution procedures shall be followed:

- a. Within ten (10) business days of a written request by either Party, the Parties' respective business development executives shall meet to resolve the issue; if these Parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the Chief Executive Officers of the Parties.

- b. This dispute resolution process may occur concurrently with the exercise of other rights and remedies available under this Agreement. This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).
- 11.3 **Arbitration.** If the Dispute Resolution process specified in Section 11.2 does not result in a resolution, then the Parties shall first attempt to settle any dispute or claim related to this Agreement through arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be the State of **Michigan**.
- 11.4 **Nonexclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
- 11.5 **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
- 11.6 **Waiver.** The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 11.7 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered, at the address for each Party stated in the beginning of this Agreement, by confirmed facsimile transmission (with a follow up copy sent via US first class pre-paid mail), by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this Section.
- 11.8 **Titles and Heading for Convenience.** Titles or headings are not to be considered part of the Agreement. They have been included solely for the convenience of the Parties, and are not intended to be full or accurate descriptions of the contents thereof.
- 11.9 **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action.
- 11.10 **Relationship of Parties.** The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

- 11.11 **Entire Agreement.** This Agreement, including all Exhibits, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties.
- 11.12 **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11.13 **Non-Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other, except to a parent or subsidiary, or a subsidiary of its parent, or to a successor by purchase, merger, or consolidation.

SAMPLE

IN WITNESS WHEREOF, and intending to be legally bound, Provider Organization and CBO have executed this Agreement as of the Effective Date.

PROVIDER

CBO

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

SAMPLE