

# RHODE ISLAND CHRONIC CARE SUSTAINABILITY INITIATIVE AGREEMENT

This Rhode Island Chronic Care Sustainability Initiative Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between [Plan], (hereinafter “Plan”), and \_\_\_\_\_ (hereinafter referred to interchangeably as the “Provider” or “Practice”).

## WITNESSETH:

WHEREAS, the Plan and the Provider desire to enter into an agreement for the funding toward the Rhode Island Chronic Care Sustainability Initiative (“CSI-RI”) on the terms and conditions set forth herein; and

WHEREAS, the Provider is a group of primary care providers (practitioners) or a solo practitioner in the Plan’s network pursuant to a Medical Group Participation Agreement or other substantially similar provider network participation agreement with Plan (hereinafter “Group Agreement”) and

WHEREAS, CSI-RI, a Multi-Payer Demonstration of the Patient-Centered Medical Home (“PCMH”), a model of primary care that will improve the care of chronic disease and lead to better overall health outcomes for Rhode Islanders.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings hereinafter set forth and for other good and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### I. DEFINITIONS

- A. A “Practice Site ” shall mean the physical location where an individual primary care provider or group of primary care providers who are (i) under a Group Agreement with the Plan and considered “in-network” ; and (ii) credentialed by the Plan with a specialty in Internal Medicine or Family Practice (or any midlevel practitioners employed by the Internal medicine or Family Practice providing primary care services) shall provide services as described under this Agreement

### II. PRACTICE SITE PARTICIPATION

- A. The Provider’s Practice Site(s) for purposes of participation under this Agreement and its individual Practitioners located at such Practice Site(s) as of the date of this Agreement include:

[Insert Expansion Provider or Group Name and Practice Site Location]

Provider Name(s)	Practitioner Type (physician or physician extenders)	NPI number

- B. The other Practice Sites and their respective Practitioners participating in CSI-RI and covered under terms identical to or substantially similar to this Agreement (each group has executed its own separate contract) and who will be measured collectively with Provider, and will collectively be defined as “CSI-RI Practices” include all Practice Sites referenced in Attachment A: CSI-RI Practices.

- C. The Plan reserves the right to limit PMPM payments as described in Section VIII. Compensation herein to the number of physicians and physician extenders (“Practitioners”) listed in Section II.A. In the event that the Practice employs a new Practitioner at the Practice Site, the new Practitioner shall be included in

PMPM calculations if he or she is replacing one of the Practitioners identified in Section I.A. If the new Practitioner is being added to the Practice Site and is not replacing an existing Practitioner, the new Practitioner shall be included in PMPM calculations subject to the limitations set forth herein. If the Practice patient attribution increases more than 25% from its original attribution as described in Section II B as a result of the Practice Site adding one or more Practitioners that are not replacing existing Practitioners, then the additional PMPM payment will be paid at the discretion of the Plan. Notwithstanding above, the parties agree that any physician Practitioner added to a Practice Site must first be added to the underlying Group Agreement between the parties. Practices serving Neighborhood Health Plan members will have their PMPM calculations based upon NHP members assigned to said Practice.

1. Should the Practitioners identified in this Section II A change, the Provider will notify CSI-RI and the Plan with the Practitioner name, NPI number (if applicable), and the effective date of the change at least 30 days prior to each quarterly payment date. If the providers do not submit timely updates and, as a result, do not get paid for a newly added Practitioner, Plan is not responsible for and Provider shall not be entitled to any retroactive payments for any quarters in which the notice obligation described herein was not met for the Practitioner at issue. However, notwithstanding the foregoing, if Plan makes overpayments to Provider due to Provider's failure to provide appropriate notice of the change in a Practitioner's status, Plan shall be entitled to recover such monies through offsets to future PMPM payments and, upon termination of the Agreement, through reimbursement within sixty (60) days of notice to Provider by Plan of such overpayment.
- D. On a quarterly basis, CSI-RI management will request an update to the Practitioner list.
- E. Unless otherwise authorized by Plan, if Provider participates in another physician incentive program administered by Plan for commercial benefit plans, then the Provider agrees to terminate the other incentive program in order to participate under this Agreement.

### III. LEVELS OF PRACTICE TRANSFORMATION

- A. A practice shall begin under this Agreement at one of the following four (4) levels of practice transformation, defined below, as determined by CSI-RI Project management and the CSI-RI Executive Committee. A practice may not exceed one (1) year per each level of practice transformation. Movement to the next level shall be confirmed by CSI-RI Project management and the CSI-RI Executive Committee at the end of the one year period at a given level of transformation. If Practice fails to advance to next level of transformation within the 12 month period, continued participation in the CSI-RI project shall be reviewed and determined by voting members of the CSI-RI Executive Committee.

#### **B. Start-up Year**

The Practice must meet the following structural elements in order to receive compensation as outlined in Section VIII. Compensation:

1. Element #1: Electronic Medical Record: The Practice must have an electronic medical record in place meeting meaningful use standards, Stage 1.
2. Element #2: Nurse Care Managers (NCMs) Hired and Trained. The Practice must have hired and trained Nurse Care Managers per the Nurse Care Manager Role and Responsibilities outlined in Attachment B: Nurse Care Manager Role and Responsibilities.
3. Element #3: NCQA Patient-Centered Medical Home Recognition: The Practice shall demonstrate substantial efforts to achieve and maintain level 1 recognition as defined by the NCQA-Patient-Centered Medical Home version Standards ("NCQA-PCMH standards"), by the end of the Start-Up Year in order to receive the compensation as outlined in Section VIII. Compensation. If level 1 recognition is not achieved, the Practice will work with CSI-RI Project Management to make a plan for resubmission in six (6) months. If after the second submission, the Practice fails to achieve level 1 recognition,

continued participation in the CSI-RI project shall be reviewed and determined by voting members of the CSI-RI Executive Committee. Upon completion of the evaluation, the Provider shall disclose to CSI-RI Management all content and scoring related to the evaluation.

**C. Transition Year: NCQA Patient-Centered Medical Home Recognition:**

The Practice shall demonstrate substantial efforts to achieve and maintain Level 2 recognition as defined by the NCQA – Patient-Centered Medical Home version Standards (“NCQA-PCMH standards”), by the end of the Transition Year in order to receive the compensation as outlined in Section VIII. Compensation. If level 2 recognition is not achieved, the Practice will work with CSI-RI Project Management to make a plan for resubmission in six (6) months. If after the second submission, the Practice fails to achieve level 2 recognition, continued participation in the CSI-RI Project shall be reviewed and determined by voting members of the CSI-RI Executive Committee. Upon completion of the evaluation, the Provider shall disclose to CSI-RI Management all content and scoring related to the evaluation.

**D. Performance Year I: NCQA Patient-Centered Medical Home Recognition:**

The Practice shall document a plan and achieve Level 3 recognition as defined by the NCQA – Patient-Centered Medical Home version Standards (“NCQA-PCMH standards”), by the end of Performance Year I in order to receive the compensation as outlined in Section VIII. Compensation. If level 3 recognition is not achieved, the Practice will work with CSI-RI Project Management to make a plan for resubmission in six (6) months. This will result in a PMPM reduction, as defined in attachment H, until level 3 recognition is regained. If after the second submission, the Practice fails to regain level 3 recognition, continued participation in the CSI-RI Project shall be reviewed and determined by voting members of the CSI-RI Executive Committee. Upon completion of the evaluation, the Provider shall disclose to CSI-RI Management all content and scoring related to the evaluation.

**E. Performance Year II: NCQA Patient-Centered Medical Home Recognition:**

The Practice shall demonstrate substantial efforts to achieve and maintain Level 3 recognition as defined by the NCQA – Patient-Centered Medical Home version Standards (“NCQA-PCMH standards”), by the end of Performance Year II in order to receive the compensation as outlined in Section VIII.

Compensation. If level 3 recognition is not achieved, the Practice will work with CSI-RI Project Management to make a plan for resubmission in six (6) months. If after the second submission, the Practice fails to achieve level 3 recognition, continued participation in the CSI-RI Project shall be reviewed and determined by voting members of the CSI-RI Executive Committee. Upon completion of the evaluation, the Provider shall disclose to CSI-RI Management all content and scoring related to the evaluation. For plans who are re-submitting for their level 3 recognition, if level 3 recognition is not achieved, the Practice will work with CSI-RI Project Management to make a plan for resubmission in six (6) months. This will result in a reduction in the PMPM until level 3 recognition is regained. If after the second submission, the Practice fails to regain level 3 recognition, continued participation in the CSI-RI Project shall be reviewed and determined by voting members of the CSI-RI Executive Committee. Upon completion of the evaluation, the Provider shall disclose to CSI-RI Management all content and scoring related to the evaluation.

#### IV. PERFORMANCE METRICS

A. “Target” refers to the three (3) measures outlined in Section II.F.1. – F.3 below; specifics related to the definitions of the metrics and how performance will be measured are outlined in this Agreement. Targets #1 and #2 will be measured based on the Practice’s sole performance; Target #3 1a) Inpatient admission and 1b) ED visits will be measured based on the aggregate performance of CSI-RI Practice sites as described under Section I A. and B. of this Agreement. (See Section VI a. for procedures to be used in case of disputes in the calculation of Target results). Practices will agree to un-blinded, public reporting of approved performance metrics on the PCMHRI website, amongst the CSI-RI community.

**1. Target # 1: Process Improvement (Practice Metric): Practice will demonstrate to the Plan’s satisfaction successful implementation and maintenance of the following Process Improvement metrics:**

- a. After Hours: The Practice will submit to CSI-RI Management the After Hours Protocol and Plan for Monitoring Performance. The protocol for the Practice will include: the strategy for accessing weekends, holidays & extended hours of care, location, hour of operations, and protocols outlining how the Practice's Eligible Subscribers can access care from these sites as an alternative to emergency room care. CSI-RI Management will submit the protocols and plans to the CSI-RI Executive Committee for review and approval. The approved After Hours Program must be in operation no later than (insert date 6 months after start of contract).
  - b. Hospital – Outpatient transition best practices: compliant with the Quality Partners of Rhode Island, “HOSPITAL & COMMUNITY PHYSICIAN BEST PRACTICES” (see Attachment F: Quality Partners of Rhode Island). Practice will attest to compliance with policy by the end of Start Up year.
  - c. Compacts with high volume specialists: Practice will establish compacts consistent with Attachment G: “Colorado Primary Care - Specialty Care Compact” and “American College of Physicians Council of Subspecialty Societies (CSS) Patient-Centered Medical Home (PCMH) Workgroup” such that one (1) compact is established and approved by the Plan by (insert date = 3 months after start of transitions year). Two (2) additional compacts are established by the Practice and approved by the Plan by (insert 6 months after start of transition year) and a total of no less than four (4) compacts with four (4) different specialties shall be established by (insert date 9 months after start of transition year) and maintained for the term of this Agreement. One of the compacts must be with a hospitalist or hospitalist group unless the Practice provides inpatient care for all of the Practice's Eligible Subscribers at the Practice's primary hospital. Eligible Subscribers receive inpatient services.
  - d. Practice must also meet the NCM quarterly reporting requirements to CSI-RI Management as defined by CSI-RI management.
  - e. If structural items (IV, A, 1, a-d) are not achieved or maintained, during any level of practice transformation, the Practice will work with CSI-RI Project Management to make a plan for completion within six (6) months. If not completed within six (6) months, continued participation in the CSI-RI Project shall be reviewed and determined by voting members of the CSI-RI Executive Committee.
- 2. Target # 2: Quality and Patient Experience (Provider Metrics):** Reporting and Measurement for Target #2 will be reviewed annually by the CSI-RI Data and Evaluation Committee with recommendations to the CSI-RI Executive Committee to modify the specific benchmarks.
- a. Quality: Practice will achieve the CSI-RI clinical quality measures as defined in Attachment C: Reporting and Measurement for Target #2. If the benchmark is not achieved, the target will also be considered as met if the Practice achieves half the distance between the baseline rate and the target, as long as half the distance equals at least a 2.5 % point improvement. The quality measures are based on industry- standards metrics. See Attachment C: Reporting and Measurement for Target #2.
  - b. Patient Experience: Practice will allow the conduct of the CAHPS-PCMH survey and present findings to the RI CSI-RI Executive Committee by the end of the transition year, along with a plan for the incorporation of these findings into their practice redesign. See Attachment C: Reporting and Measurement for Target #2.
- 3. Target #3: Utilization Metric (CSI-RI Provider Metric):** Reporting and Measurement for Target # 3 will be reviewed annually by the CSI-RI Data and Evaluation Committee with recommendations to the CSI-RI Executive Committee to modify the specific benchmarks.
- a. Practice will achieve the CSI-RI Utilization measures as defined in Attachment D: Reporting and Measurement for Target #3.

- b. Plan shall provide to the data aggregator and evaluation vendor identified by CSI-RI Project Management sufficient claims detail by product to support the reporting for the Inpatient and ER metrics as identified in Target #3. As of February 28, 2012, the data aggregator is the Rhode Island Quality Institute and evaluator is RTI.
  - c. Plan shall provide the claims data to the data aggregator and evaluation vendor, within fifteen (15) days of the end of each quarter.
  - d. CSI-RI Project Management designated vendor will aggregate and report the results within thirty (30) days of receipt of all of the Plans' data.
  - e. Plan will then make the necessary retroactive payment adjustment (if any) and pay the revised PMPM consistent with the earned amount for Targets #1 -3 with Contract Quarter six (6) payment.
- B. If at any time during this Agreement a Practice does not meet the minimum requirements as outlined by this Agreement, the Plan has the right to adjust the funding accordingly and /or terminate the funding associated with the Practice's participation in the program. Partial payments will not be made for partial achievement unless otherwise defined in this Agreement.
- C. If this Agreement is terminated for cause, or as the result of a dispute or grievance in accordance with Section VI herein, PMPM compensation payments will be paid until the date of termination. If the Plan has made or makes any prospective payments to a Practice for services beyond the termination date, such payments shall be returned to the Plan by the Practice within thirty (30) days of the termination of this Agreement.

## V. OTHER PERFORMANCE REQUIREMENTS

- A. The Practice shall refer/coordinate Eligible Subscribers' care to providers contracted with the Plan at all times except when it is medically necessary to use a non-participating Plan provider (cases requiring emergency level of care), unless the Eligible Subscriber has elected to use the non-participating provider and assumes all or some of the costs of the service. In all cases, the Practice should provide necessary clinical information to coordinate the care of Eligible Subscribers, whether or not the Plan or the Eligible Subscriber is responsible for some or all of the cost of care. Contracted providers include physicians and hospitals as well as ancillary providers such as: clinical and pathology laboratories, durable medical equipment and behavioral health providers.

## VI. TRAINING AND REPORTING

- A. The Practice shall participate in training as established by a training and support entity selected by the voting members of the CSI-RI Executive Committee. If at any time the Practice fails to meet the training requirements, PMPM payments as defined in Section VIII. Compensation herein shall be eliminated until such time as training requirements are completed. Completion status will be determined by the voting members of the CSI-RI Executive Committee.
- B. The Practice shall participate in any learning collaborative developed by the Practice Transformation Support and Training Committee.
- C. The Practice shall participate in the Practice Reporting Subgroup. Integrity of quality data submitted by the practice will be reviewed by said subgroup on a monthly basis. The performance of a practice on quality metrics, as defined in section III, F, 2, will be based upon results approved by said committee.
- D. The Practice shall endeavor to engage its patients in the CSI-RI program. Patient Engagement is defined as communication from the Practice to an Eligible Subscriber about the PCMH initiative and the additional

services that are made available. Patient Engagement shall be documented in the Subscriber's medical record.

- E. The Practice, and at the Plan's discretion, the Plan, will participate in evaluations of CSI-RI conducted by a reviewer mutually agreed upon by the parties hereto and the CSI-RI Executive Committee, and provide data or other information requested as part of the evaluation. The Plan agrees to comply with reasonable requests.
- F. The Plan agrees to provide - to the Practice and to CSI-RI management - the following reports (except as noted) related to the Plan's Eligible Subscriber population:
  - 1. Subscriber Panels – Quarterly (practice only);
  - 2. Subscriber Inpatient and ED Utilization – Weekly (practice only);
  - 3. Attribution List – Quarterly.
  - 4. Other reports as agreed to by the Plan
- G. CSI-RI aggregator shall provide to the Practice reports on items described in attachment D.
- H. The Practice agrees to provide the following reporting consistent with Attachment E: Quarterly Reporting Due Dates unless specified otherwise in this Agreement:
  - 1. Target #2 Quality and Patient Experience Metrics
  - 2. Process Measures for the following:
    - a. After Hours Care
    - b. Participation in Hospital – PCP transition best practices
    - c. Compacts established with four (4) specialty groups (including one compact with a hospitalist)
    - d. Patient Experience Survey
    - e. Nurse Care Manager Activities
- I. Plan will provide to CSI-RI project management updates on attribution counts for covered lives in each CSI-RI practice (quarterly).
- J. Reporting values will be rounded to the nearest tenth of a digit for measurement purposes related to the Targets.
- K. Plan will contribute sufficient claims detail to calculate the agreed upon CSI-RI utilization metrics outlined in this Agreement.
- L. Plan will report to Practices three (3) additional measures selected through statewide “harmonization” which for purposes of this Agreement shall mean selecting measures that are consistent with the standard measures being used in various statewide initiatives related to primary care. Measures will be determined by mutual agreement between the various plans in PCMH, the Practice and the CSI-RI Executive Committee through the harmonization process. Such measure(S) shall be agreed upon by CSI-RI management, the CSI-RI executive committee and the Plans.

Notwithstanding the above, in the event Plan is unable to operationalize or administer any of the selected additional measures, it shall not be responsible for implementing such measures(s)

- M. The committee structure and responsibilities are defined in Attachment I.

## VII. USE OF DATA

- A. Plan shall have the right to publish the clinical outcome data derived from this PCMH program in an aggregate fashion.
- B. Should data from this PCMH program indicate a practitioner is operating at a level which would be an imminent threat to patients, this data can be used in individual practitioner termination proceedings and any required regulatory reporting.

## VIII. COMPENSATION

- A. The Practice shall be paid per member per month (“PMPM”) payments based on the table in Attachment H: Per-Member-Per-Month payments, provided that all of the conditions of this Agreement are met including Section V: Other Performance Requirements, and achieving “Targets” as defined in section, V: Performance Requirements.
- B. Payments made per member per month (“PMPM”) will be made for Eligible Subscribers subject to the following definitions and requirements.
  - 1. Eligible Subscribers means commercial subscribers, RIticare subscribers, and Medicare Advantage subscribers who receive coverage on a fully-insured basis or self-insured basis and who are entitled to receive covered health services as described in their respective subscriber agreements pursuant to the benefit programs underwritten or marketed by the Plan; Eligible RIticare Subscriber payments will only be made for those products with two hundred (200) or more Eligible Subscribers.
  - 2. Only Eligible Subscribers that either through self-selection or, in the absence of self-selection, through assignment to a Practitioner through an attribution methodology to a Practitioner listed in Section I.A, shall qualify as counting for purposes of the PMPM payments hereunder. Practices serving NHP members will have their PMPM calculations based upon the number of NHP members assigned to said practice.
  - 3. The CSI-RI attribution methodology for Plan’s Eligible Subscribers will be defined as:
    - a. Eligible Subscribers with the most recent PCP Visit rendered by the Practitioner/Provider. “PCP Visit” is defined as an evaluation & management (“E/M”) visit rendered by a Primary Care Physician as credentialed by the Plan with a specialty in Internal Medicine or Family Practice (or any midlevel practitioners employed by the practice providing primary care services). E/M visits are defined as CPT® codes 99201-99215 and 99381-99397. The Plan will calculate the number of Eligible Subscribers each quarter based on twenty-seven (27) months of claims data. Eligible Subscribers must be active Plan Subscriber as of the date indicated below in the payment schedule table (see Section IV d.2 for reporting requirements regarding Eligible Subscribers).

A PCP is defined as a primary care physician as credentialed by the Plan with a specialty in Internal Medicine or Family Practice (or any midlevel practitioners employed by the Internal Medicine or Family Practice providing primary care services).

CSI-RI Management will track quarterly attribution by the Practice and by the Plan with a report submitted to the Executive Committee.

- D. PMPM payments for Eligible Subscribers (as defined in Sections A –B above) shall be made to Practice prospectively on a quarterly basis and no later than the 15th of the first month of each quarter. The schedule of payments follows:

### PMPM Payment Schedule

	Contract Quarter:	Paid Claims Ending:	Active with Plan
1	April 1 – June, 30 2013	February 28, 2013	April 1, 2013
2	July 1 – September, 30 2013	May 31, 2013	July 1, 2013
3	October 1 – December 31, 2013	August 31, 2013	October 1, 2013
4	January 1 – March 31, 2014	November 30, 2013	January 1, 2014
5	April 1 – June 30, 2014	February 28, 2014	April 1, 2014
6	July 1 – September 30, 2014	May 31, 2014	July 1, 2014
7	October 1 – December 31, 2014	August 31, 2014	October 1, 2014
8	January 1 – March 31, 2014	November 30, 2014	January 1, 2015

PMPM Payment Due Dates

Contract Period		PMPM Payment Due Date
April 1 – June, 30 2013	Quarter 1	April 21, 2013
July 1 – September, 30 2013	Quarter 2	July 21, 2013
October 1 – December 31, 2013	Quarter 3	October 20, 2013
January 1 – March 31, 2014	Quarter 4	January 19, 2014
April 1 – June 30, 2014	Quarter 5	April 20, 2014
July 1 – September 30, 2014	Quarter 6	July 20, 2014
October 1 – December 31, 2014	Quarter 7	October 20, 2014
January 1 – March 31, 2015	Quarter 8	January 19, 2015

C. PMPM payments are subject to Practice adherence to NCQA PCMH Standards and the terms of this Agreement, and shall be paid in accordance with Section VIII herein.

D.

Adjustments to PMPM Payment. If Plan determines that the number of Eligible Subscribers used to calculate the PMPM payment for a prior Payment Quarter was inaccurate, then Plan reserves the right to determine the overpayment or underpayment resulting from the inaccuracy and to correct such overpayment or underpayment and resolve it by way of offsetting the overpayment or paying the appropriate amount for an underpayment through future quarterly PCMH Payments. If Plan makes a determination of an overpayment or underpayment after the final PMPM payment following the termination of this Agreement, then Plan will pay any underpayment within 60 days of its determination or Provider will pay to Plan the overpayment within 60 days after Plan notifies Provider of the overpayment. Notwithstanding the foregoing, Provider shall not be entitled to reimbursement for underpayment in circumstances where such underpayment resulted due to the failure of Provider to meet its notice requirements as set forth in Article II, Section (C)(1) hereunder relating to updating its Practitioner listing.

E. Nurse Care Managers (“NCM”). NCMs will be hired by the Practice to support the implementation and maintenance of the PCMH elements including but not limited to the coordination of care. Compensation for the NCM is included in the PMPM payments outlined in Section VIII.A. It is the expectation that the Practice will have a dedicated NCM retained to support the type of functions listed in Attachment B: Nurse Care Manager Role and Responsibilities. If at any time the Practice reasonably expects to be without a NCM for a period of thirty (30) days or more, the Practice will notify the CSI-RI Executive

Committee and the Plan. If more than thirty (30) days passes and the Practice has not been able to replace the NCM, the parties will attempt to reach a mutually agreeable alternative arrangement to replace the services provided by the NCM. However, if a mutually agreeable alternative is not agreed upon, the Plan will have the unilateral right to reduce the PMPM by an amount of no more than \$2.50 or terminate this Agreement with the Practice.

## IX. TERM AND TERMINATION

This Agreement shall commence on (insert date) and shall continue for (insert number of years) thereafter until (insert date), unless this Agreement is earlier terminated as set forth in this Section IX.

- A. The Practice and the Plan hereto encourage the prompt and equitable settlement of all disputes or grievances arising from or related to this Agreement except for items specified under the section on cause for termination of contract. The parties agree to negotiate their differences directly and in good faith. If resolution is not possible, the issue will be referred to the voting members of the CSI-RI Executive Committee for review and comment, which review and comment shall be rendered within thirty (30) days. If the dispute or grievance is deemed irreconcilable following review by the CSI-RI Executive Committee, either party hereto may terminate this Agreement by providing the other party with not less than ninety (90) days' prior written notice of termination. Notwithstanding the above, this section is intended to apply only to disputes related to subject matters governed under this Agreement related to the PCMH program. Any other disputes between the parties shall be resolved pursuant to the dispute resolution terms contained in the underlying Group Agreement between the parties.
- B. Either party hereto may terminate this Agreement immediately for cause as set forth below:
1. material breach by the other party of any of the terms or conditions of this Agreement which is not cured within thirty (30) days following receipt by the breaching party of a notice of deficiency specifying the nature of the breach; or
  2. fraud committed by either party upon written notice; or
  3. failure to comply with applicable state and federal rules and regulations upon written notice; or
  4. loss or suspension of licenses/certifications necessary to fulfill this Agreement upon written notice; or
  5. the other party hereto commits an act of bankruptcy within the meaning of the federal bankruptcy laws, or bankruptcy, receivership, insolvency, reorganization, liquidation or other similar proceedings.
- C. Additionally the Plan may terminate this Agreement for cause as set forth below:
1. if the Practice becomes a non-participating Plan practice at any time during this Agreement; or
  2. if the Practice is expelled or suspended from the Medicare or Medicaid programs; or
  3. lack of need of Plan to continue with this Agreement as a result of economic considerations upon no less than ninety days (90) prior written notice.

Notwithstanding the above, the parties agree that, in the event Plan terminates an individual practitioner subject to this Agreement from the underlying Group Agreement with Practice pursuant to Plan's rights there under, this Agreement will remain valid with regard to the remaining practitioners.

D. Any notice of termination hereunder shall set forth the reason(s) for such termination. Upon termination of this Agreement, for whatever reason, the rights and obligations of the parties hereunder shall terminate. Termination of this Agreement shall not release Practice or each physician from providing services in accordance with the terms of such individual's Participating Agreement or Provider's Participating Provider Agreement and such Participating Agreement or Participating Provider Agreement shall remain in full force and effect until terminated in accordance with its terms.

## X. MISCELLANEOUS

- A. The Practice hereby expressly acknowledges such Practice understands that this Agreement constitutes a contract between the Practice and the Plan and that the Plan is an independent corporation operating under a license from [Plan]. The Practice further acknowledges and agrees that it has not entered into this agreement based upon representations by any person or entity other than Plan and that no person, entity, or organization other than the Plan shall be held accountable or liable to the Practice for any of the obligations of Plan to the Practice created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Plan other than those obligations created under other provisions of this Agreement and all other rights available by law.
- B. The Practice shall comply with all rules, regulations, policies and amendments thereto which are communicated to the Practice.
- C. In support of this Patient-Centered Medical Home Initiative, should the RI CSI-RI Executive Committee vote for specific activities, such voting will override these contractual terms, so long as they are not disputed by the Plan.
- D. The parties hereto explicitly acknowledge and agree that the CSI-RI is not a party to this Agreement and that any deliveries or actions on CSI-RI's part described in this Agreement represent the current mutual understanding and expectation of the parties hereto with regard to future CSI-RI activity. However, no failure on the part of CSI-RI to act in accordance with the descriptions provided under this Agreement shall be deemed a breach of this Agreement by either party hereto.
- E. All notices, authorizations or other communications required to be given pursuant to the terms and provisions of this Agreement shall be in writing and personally delivered or sent by overnight delivery, or by certified mail, return receipt requested, and shall be deemed to be duly delivered upon receipt at the following address:

If to: Insert Plan Contact information

If to the Provider: insert  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Agreement constitutes the entire agreement of the parties relative to CSI-RI. The parties agree that the terms and conditions set forth in the underlying participating provider Group Agreement remain enforceable and take precedence over the terms of this Agreement with regard to the subject matter thereof and shall govern in the event of a direct conflict. This Agreement shall be construed under and governed by the laws of the State of Rhode Island. The invalidity or unenforceability of any provision hereof shall in no way affect the validity and enforceability of any other provisions. The waiver by either party of a breach or violation of any provision hereof shall not operate or be construed as a waiver of any other breach or violation hereof. Neither this Agreement nor any interest herein shall be assigned by the Practice without the express prior written consent of Plan, which consent may be withheld in the sole and absolute discretion of Plan.

- F. The parties hereto are independent entities and neither of them nor any of their respective employees shall be construed to be the agent, employer or representative of the other, nor shall either party have any expressed or implied right or authority to assume or create any obligation on behalf of or in the name of the other party. Neither party shall be liable to the other for any act or omission of the other party hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals on the day and year set forth below.

[Provider]

[Plan]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_