Affiliation Agreement

PARTNER AGENCY and X

THIS AGREEMENT ("Agreement") is made and entered into as of September 1, 2016 by X and between PARTNER AGENCY hereinafter referred to "PARTNER AGENCY", and, hereinafter referred to as

WHEREAS, PARTNER AGENCY is an Illinois not-for-profit corporation and a federally qualified health center that operates clinical sites in the State of Illinois and receives federal grant funds awarded by the United States Department of Health and Human Services, Health Resources and Services Administration pursuant to Section 330 of the Public Health Service Act ("Section 330"), 42 U.S.C. § 254b, to provide a full spectrum of comprehensive primary and preventative health care services to medically underserved populations of its community; and

WHEREAS, X is an Illinois not-for-profit behavioral healthcare organization that receives funding in whole or in part by DHHS and provides comprehensive mental health services to adolescents and adults, regardless of the individual's or the family's ability to pay; and

WHEREAS, PARTNER AGENCY and X recognize the need for and desire to aid in the development of an integrated health care system for identified X patients whereby primary care and outpatient mental health treatment are provided seamlessly through identification and coordination of care between practitioners; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereto, the parties hereby agree as follows:

1. SCOPE

A PARTNER AGENCY RESPONSIBILITIES:

PARTNER AGENCY agrees to undertake the following responsibilities with respect to the Affiliation Agreement:

1. Provide access to primary care services at the PARTNER AGENCY designated clinic at
2. Through its Board of Directors and management team, implement PARTNER AGENCY operational and clinical policies. Maintain all necessary administrative functions, including, but not limited to: scheduling and registration of patients receiving preventive, primary care and psychiatric services, maintaining patient medical records and billing for services performed (including Medicaid, Medicare, and other third party payors All patients receiving care by PARTNER AGENCY providers will be registered as patients of PARTNER AGENCY.
3. Shall furnish patient care services under the clinical direction and evaluation of PARTNER AGENCY Medical Director (and overall direction of PARTNER AGENCY Chief Executive Officer) and in accordance with PARTNER AGENCY policies and procedures.
4. PARTNER AGENCY will orient and train PARTNER AGENCY staff on purposes and goals of the affiliation with Thresholds.

PARTNER AGENCY as necessary will orient and train X staff on any requested issue(s) deemed relevant to affiliation.

B. RESPONSIBILITIES

X agrees to undertake the following responsibilities with respect to the Affiliation Agreement:

1. X will educate and orient X staff on purposes and goals of the affiliation with PARTNER AGENCY.
2. X will train and direct service staff on relevant processes and procedures to access primary healthcare services on behalf of X members referred to PARTNER AGENCY.
3. X as necessary will orient and train PARTNER AGENCY staff on any requested issue(s) deemed relevant to affiliation.
4. Identify all X patients without a primary care provider who, should they so choose, want to receive the primary care services offered by PARTNER AGENCY.
5. Joint Responsibilities and Acknowledgements
   1. All providers employed by either of the parties shall retain sole and absolute discretion to refer patients to any provider(s) they believe will best meet the patient's health needs and to advise patients of the patient's right to request referral to any provider(s) the patient chooses.
   2. PARTNER AGENCY and X will verify that licensed

practitioners are licensed and in good standing in Illinois, Board Certified in their

specialty, qualified to participate in Medicare/Medicaid programs and have a valid DEA license.

* 1. PARTNER AGENCY and X will mutually pursue funding sources to further agreed upon integration opportunities. With X, engage in joint planning to foster improved priority access to care, continually improve quality of clinical care, and enhance provider-staff relationships.
  2. Create communication plans/instructions whereby X and PARTNER AGENCY employees are formally oriented to the other party's services and goals of the affiliation.
  3. Ensure that appropriate staff receives reciprocal access to the Electronic Health Record for all patients served by the program
  4. Each party agrees that there shall be no employee discrimination or refusal to treat a patient on the basis of age, race, religion, creed, sex, national origin, handicap, veteran's status, sexual orientation, or health insurance.
  5. This Agreement is structured to comply with the federal Anti-Kickback statute, Stark laws and the safe harbor regulations promulgated thereunder. Should federal or state statute or regulation be inconsistent with this Agreement, the parties agree that they will immediately and in good faith renegotiate this Agreement, and failing successful renegotiation within one-hundred eighty (180) days, any party may immediately terminate this Agreement upon prior written notice to the other party or parties.
  6. Each party may contract or otherwise affiliate with other parties, as long as any such contracts neither conflict with this Agreement nor cause a party's material dereliction of its obligations hereunder, including to serve all patients regardless of income or health insurance, as necessary to appropriately collaborate with other local providers (as required for PARTNER AGENCY by Section 330 U)(3)(B) of the Public Health Service Act), to enhance patient freedom of choice, accessibility , availability , quality and comprehensive care.
  7. If there is a professional liability claim that involves services provided under the auspices of this Agreement, then each party will cooperate in any investigation into such matter by providing access to records, documents and witnesses (all in accordance with applicable laws).

Ill. Term and Termination

1. This Agreement is effective September 1 2016, and shall continue until August 31, 2019, and shall be automatically renewed from year to year under the same terms and conditions, unless terminated earlier in accordance with the provisions cited below.
2. Any party hereto may terminate their participation in this Agreement without cause by giving written notice to the other party at least ninety (90) days prior to the termination date.
3. This Agreement may terminate immediately, upon written notice to all other parties stating the effective date of termination, under any of the following conditions:
   1. Either THRESHOLDS or PARTNER AGENCY loss of license;
   2. Any party's loss of professional liability insurance or FTCA coverage;
4. The loss of PARTNER AGENCY status as a federally qualified health center (FQHC);
5. The closing of THRESHOLDS;
6. The conviction of a crime or exclusion from Medicare or Medicaid or debarment by the federal or state government of any party performing services under this Agreement:
7. A petition in bankruptcy or assignment for the benefit of creditors by any party.
8. Any party may terminate its participation in the Agreement in the event of a breach by any other party of a material term of said Agreement. With the exception of the grounds for immediate termination set forth in Section 111.3. above, the party claiming a breach of the Agreement must give written notice to the breaching party of

the breach, and the breaching party will have ninety (90) days to cure said breach. If the

breach is not cured within the ninety (90) days to the reasonable satisfaction of the non­ breaching party, the non-breaching party may give notice of its intent to terminate its participation within sixty days of the original notice, provided that if the breach is incapable of cure within the thirty day period and the breaching party is diligently and continuously making efforts to remedy the breach, then the Agreement shall not terminate. (The cure period shall be shortened if a shorter period is necessary to protect patient health or safety or if required by the Illinois Department of Public Health, Joint Commission on Accreditation of Healthcare Organizations, or any other entity by which PARTNER AGENCY, must be licensed or accredited in order to conduct its regular business.)

1. The terms and conditions of this Agreement may be amended only by written instrument executed by all parties.
2. DISPUTE RESOLUTION

Any dispute arising under this Agreement first shall be resolved by informal discussions among the parties, subject to good cause exceptions, including, without limitation, disputes determined by any party to require immediate relief (i.e., circumstances under which an extended resolution procedure might endanger patients' health and safety). Any dispute not resolved by informal discussions among the parties within a reasonable time following such discussions' commencement (not to exceed

thirty (30) days), may be resolved through any and all available legal means and methods.

1. INSURANCE
2. PARTNER AGENCY Obligations. PARTNER AGENCY and PARTNER AGENCY health care personnel who are employed by PARTNER AGENCY have been deemed covered under the Federal Tort Claims Act ("FTCA") for professional liability actions, claims, or proceedings arising out of any and all negligent acts or omissions committed in the course of providing health care services by PARTNER AGENCY personnel at PARTNER AGENCY site(s) and within PARTNER AGENCY Section 330 grant scope of project. PARTNER AGENCY shall maintain such FTCA coverage and provide evidence of such coverage (deeming letter from HRSA) upon request. PARTNER AGENCY will give THRESHOLDS thirty (30) days written notice of any material change in its FTCA deeming status.

PARTNER AGENCY shall also secure and maintain, or cause to be secured and maintained, at all times during this Agreement's term, workers' compensation and comprehensive general insurance for itself and, as appropriate, for

its officers, directors, employees, contractors, and agents, consistent with prevailing standards. PARTNER AGENCY will give thirty (30) days advance written notice of any termination, suspension, expiration or relinquishment of such insurance.

1. X Obligations. X shall secure and maintain, or cause to be secured and maintained, at all times during this Agreement's term, workers' compensation and comprehensive general liability insurance for itself and, as appropriate, for its officers, directors, employees, contractors, and agents, consistent with prevailing standards. X shall furnish evidence of such insurance to PARTNER AGENCY, upon request. X will give PARTNER AGENCY 30 days advance written notice of any termination, suspension, expiration or relinquishment of such insurance.

X shall also secure and maintain, or cause to be secured and maintained, at all times during this Agreement's term, workers' compensation and comprehensive general insurance for itself and, as appropriate, for its officers, directors, employees, contractors, and agents, consistent with prevailing standards X will give thirty (30) days advance written notice of any termination, suspension, expiration or relinquishment of such insurance.

1. CONFIDENTIALITY
2. The parties (and their employees, agents, and contractors) shall maintain the confidentiality of all patient and/or individual party information in accordance with all applicable state and federal laws and regulations regarding the confidentiality of such

information. The parties (and their employees, agents, and contractors) shall not divulge such confidential information to any third parties without the patient's or party's prior written consent, except, as to patients, unless required by law or as necessary to treat such patient. The parties have entered into an Information Sharing Agreement attached hereto and made a part hereof as Exhibit A.

1. Except as necessary in this Agreement's performance, or as authorized in writing by a party or by law, the parties (and their employees, agents, and contractors) shall not disclose to any person, institution, entity, company, or any other party, any proprietary business information directly or indirectly related to a party that another party (or its employees, agents, and contractors) receives under this Agreement, or about which it otherwise is aware. The parties (and their employees, agents, and contractors) also agree not to disclose, except to each other, another party's proprietary information, professional secrets or other information obtained under this Agreement ("Confidential Information"), unless a party receives prior written authorization to do so from another party, or as authorized by law. Nothing contained herein shall be construed to prohibit any DHHS, or other appropriate government official from obtaining, reviewing, and auditing any information, record, data, and data elements to which he/she or his/her agency lawfully is entitled. Each party shall ensure that its employees or agents cease using any other party's Confidential Information and return any Confidential Information in its/his/her/their possession to the appropriate party immediately upon termination of its/his/her/their participation hereunder. Each party hereto acknowledges and agrees that upon this section's breach by another party, neither it nor its successor will have any adequate remedy at law and, therefore, each party, and/or its successor, is entitled to injunctive relief in addition to any other available remedies. This section shall survive this Agreement’s termination.
2. The parties shall comply with all requirements established by HIPAA and Illinois State laws regarding safeguarding and protecting individually identifiable health information from unauthorized disclosure, including any patient's individually identifiable health information. The parties agree to amend this Agreement as required to comply with HIPAA, and to protect any individually identifiable health information that any party (or

its employees, agents and contractors) accesses performing under this Agreement. The parties further agree to incorporate by reference herein the Business Associate Agreement entered in to by the parties on or about October 15, 2015.

1. The parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.
2. RECORDKEEPING AND REPORTING

1. Should the United States Secretary of the Department of Health and Human Services or the Comptroller General of the United States or their respective representatives determine that this Agreement is a contract described in Section 1861 (v)(1)(1) of the Social Security Act, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, each party shall make available, upon written request, to

the other parties, the United States Secretary of Health and Human Services, or, upon request, to the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and the party's books, documents and records that are necessary to certify the nature and extent of costs paid pursuant to this Agreement.

1. Miscellaneous Provisions

1. All notices, given pursuant to this Agreement shall be in writing and personally delivered or sent by certified mail, postage fully paid to:

PARTNER AGENCY: X:

Attention:

Address:

Phone:

Email:

Attention:

Address:

Phone:

Email:

All notices shall be deemed delivered upon such personal delivery or two business days after deposit in the United States mail.

·2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and of their respective transferees, successors , and assigns, provided that neither this Agreement, nor any rights hereunder, may be ass igned without the written consent of the non-assigning parties, which consent shall not be unreasonably withheld , except that any party may assign its interest or delegate the performance of its obligations to an affiliate of that party without the consent of the other parties.

1. Except as specifically provided herein, each party's obligations under this Agreement shall inure solely to the other parties' benefit and no person or entity shall be deemed a third party beneficiary of this Agreement.
2. This Agreement shall be governed and construed in accordance with federal law and the laws of the state of Illinois notwithstanding any conflicts rules *to* the contrary, including, but not limited to all laws, rules and policies. Should such laws be amended as to modify this Agreement, such amendment shall be incorporated herein and be immediately effective between the parties. Any action brought in connection with this Agreement shall be brought in Illinois state courts and all parties hereto accept the exclusive personal jurisdiction of the Illinois courts.
3. Each party hereby certifies that it has not been debarred, suspended or otherwise excluded from Medicaid. Medicare and/or any other applicable federally funded health care program.
4. None of the parties hereto shall use the name of any of the other parties in any promotional or advertising material unless consent shall first be obtained from the party whose name is to be used. All parties agree to abide by the marketing guidelines of each other's organization.
5. The waiver by any party of a breach or violation of this Agreement shall not be deemed a waiver of any subsequent breach of this Agreement.

8. The invalidity or unenforceability of any terms or provisions of this Agreement will be deemed severable so that if any provision is deemed illegal or unenforceable in any respect, such determination shall affect only the specific provision and not the remaining terms or provisions hereof.

9. Neither this Agreement nor any of its provisions shall be construed to create any employment, partnership, agency or joint venture relationship between PARTNER AGENCY and X except as otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

X PARTNER AGENCY

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Title Title

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Date Date