

Paperflower Foundation

Community Care Partner Agreement

1. Parties

This Community Care Partner Agreement (“Agreement”) is entered into by and between:

Paperflower Foundation, a nonprofit organization (“Foundation”),
and
_____ (“Partner”).

2. Purpose of Agreement

The purpose of this Agreement is to allow the Foundation to financially support eligible individuals in accessing mental health, therapeutic, or supportive services provided by Partner through direct payment subsidies administered by the Foundation.

The Foundation does not provide clinical services, supervise care, or influence treatment decisions.

This document is provided as a reminder of our partnership and commitment to transparency and consistency.

3. Eligibility & Referral

The Foundation determines client eligibility for financial support based on Foundation-defined criteria, including but not limited to financial hardship, access barriers, or special population needs.

Partner agrees to accept eligible clients referred by the Foundation without discrimination and without altering clinical standards of care.

4. Compensation Structure

4.1 Self-Pay Rate

Partner agrees to provide services at their standard self-pay rate, as disclosed to the Foundation in writing and updated annually or upon any material change.

4.2 Insurance & Payment Caps

4.2.1 Providers Accepting Insurance

If Partner accepts reimbursement from any third-party insurance payor, the maximum total compensation for services rendered under this Agreement shall not exceed the **Lowest Contracted Rate** currently in effect between Partner and any insurance carrier or government health program with which Partner maintains a contract.

The Foundation may elect to subsidize **copayments, coinsurance, or deductible obligations at its discretion.**

4.2.2 Providers Not Accepting Insurance

If Partner does **not** accept third-party insurance reimbursement, the maximum total compensation for services rendered under this Agreement shall not exceed **seventy percent (70%) of Partner's disclosed self-pay rate.**

Total compensation includes:

- Any amount paid directly by the client, and
- Any amount paid by the Foundation on behalf of the client.

Example (Non-Insurance Provider)

Self-pay rate: \$150

Client payment: \$40

Foundation payment: up to \$65

Total compensation: **\$105 (70% of self-pay rate)**

Example (Insurance-Accepting Provider)

Partner's contracted insurance rates:

Insurance A: \$120

Insurance B: \$110

Insurance C: \$95

Lowest Contracted Rate = **\$95**

Maximum total compensation for the service under this Agreement = **\$95**

Example:

Insurance deductible owed by client: \$70

Foundation subsidy: \$70

Total compensation to Partner = **\$95 or less**

Partner may not receive compensation exceeding the Lowest Contracted Rate.

4.3 No Balance Billing

Partner agrees:

- Not to bill, collect, or attempt to collect any remaining balance beyond the maximum compensation allowed under this Agreement.
- Any remaining amount shall be treated as a contractual adjustment and written off.

5. Invoicing & Payment Process

5.1 Invoice Requirements

Invoices must include:

- Client identifier (case ID or initials only; no PHI)
- Date(s) of service
- Type of service
- Self-pay rate
- Client payment (if any)
- Amount requested from Foundation
- Confirmation that compensation limits are not exceeded

5.2 Payment Terms

The Foundation shall remit payment directly to Partner within **30 days of receiving a complete invoice**.

Payment may be issued via ACH, check, or other mutually agreed method.

6. Privacy & HIPAA Compliance

The Foundation does not request or maintain clinical records.

Partner shall disclose only the **minimum necessary information** required for billing and eligibility verification.

Privacy obligations are further defined in the **HIPAA-Compliant Sponsorship Agreement attached hereto**.

Foundation reporting may include **fully de-identified aggregate reporting data in compliance with HIPAA de-identification standards**.

De-identified summaries may include information such as:

- diagnosis category
- age group
- geographic region (e.g., zip code)

No identifiable protected health information will be retained by the Foundation.

7. Compliance With Law

The parties intend that all payments under this Agreement comply with all applicable federal and state laws, including but not limited to:

- Anti-kickback statutes
- Fee-splitting prohibitions
- IRS nonprofit regulations

Payments under this Agreement are **charitable subsidies and not referral fees**, and are not contingent on service volume, outcomes, or referrals.

8. Record Retention

Partner agrees to retain service and billing records related to Foundation-supported services for a minimum of **five (5) years**, and to make such records available if required for compliance review or nonprofit audit purposes.

9. Non-Discrimination & Ethics

Partner agrees to provide services without discrimination based on:

- disability
- gender identity or expression
- sexual orientation
- immigration status
- race, ethnicity, religion, or socioeconomic status

10. Independent Contractor Status

Partner is an independent contractor and not an employee, agent, or representative of the Foundation.

Partner retains full responsibility for:

- clinical decisions
- documentation and recordkeeping
- licensing compliance
- insurance coverage
- tax obligations

11. Term & Termination

This Agreement becomes effective on _____.

Either party may terminate the Agreement with **30 days written notice**.

The Foundation may terminate immediately for legal, ethical, or compliance concerns.

12. Indemnification

Partner agrees to indemnify and hold harmless the Foundation from claims arising from:

- clinical care provided by Partner
- professional negligence

- licensing or regulatory violations

13. Governing Law

This Agreement shall be governed by the laws of the **State of Arizona**, unless otherwise required by applicable law.

14. Entire Agreement

This Agreement, including all attached exhibits and the HIPAA-Compliant Sponsorship Agreement, constitutes the entire understanding between the parties and may only be modified in writing.

Signatures

Paperflower Foundation

Name: _____

Title: _____

Date: _____

Partner Provider

Name: _____

License #: _____

Date: _____