

Organization XXX – Rural Wisconsin Health Cooperative  
Payer Contracting Engagement  
Letter of Agreement

This Letter of Agreement (“LOA”) is made as of **DATE** by and between Organization XXX (“XXX”) and Rural Wisconsin Health Cooperative (“RWHC”) in order for XXX to utilize certain Services (as defined below) provided by RWHC.

Scope of Services

The scope of services of the engagement (the "Services") shall include, but not necessarily be limited to the following as requested by XXX from time to time:

1. RWHC to assist XXX in developing both short and long term contracting strategy including identifying potential payer agreements for XXX services;
2. RWHC to assist XXX with payer agreement design;
3. RWHC to conduct resulting negotiations with agreed upon payers on behalf of XXX;

Compensation

XXX shall pay RWHC a rate of YYY dollars (\$YYY.00) per hour for the Services. XXX shall reimburse RWHC for reasonable travel or other direct expenses incurred by RWHC at RWHC's cost, provided however, that RWHC shall obtain written consent prior to incurring more than ZZZ dollars (\$ZZZ) in total expenses per quarter.

The above compensation rate shall be increased by three percent (3%) effective January 1 of each year of the LOA.

RWHC shall submit a supporting invoice to XXX, c/o XXX address at a minimum of once per quarter. XXX shall pay RWHC within forty five (45) days of receipt of invoice.

Confidentiality

Neither Party may disclose any proprietary or confidential information of the other Party, including but not limited to trade secrets, work product or other materials created in connection with the Services provided through this LOA to any other unnamed third party without the prior written consent of the other Party, or as required by applicable law or court order.

Miscellaneous

XXX understands and acknowledges that while RWHC shall endeavor to provide the Services in a manner which RWHC believes will support XXX in its evaluation of each potential payer agreement, RWHC is not making any representation or warranty, express or implied, as to the Services. XXX further understands and acknowledges that the Services are not intended to provide, and shall not be relied upon by XXX as, the sole basis for any decision made by XXX with respect to any potential payer agreement, and that any decision by XXX with respect to any such agreement shall be based on such additional information and investigation as XXX may conclude

is appropriate. XXX further understands and agrees that neither RWHC nor any of its members, employees, agents, or representatives will have any liability as a result of XXX's use of or reliance upon the Services.

The relationship between the Parties to this Agreement is that of independent contractors. Any deliverables or materials created in connection with the Services will be the property of XXX.

This LOA shall terminate upon completion of the identified work or upon sixty (60) days advance written or electronic notice by either party.

Each party shall indemnify and hold the other parties harmless from and against any and all third-party claims, actions, suits, proceedings, demands, assessments, judgments, losses, liabilities, damages and costs (including, without limitation, reasonable attorneys' fees and expenses) to the extent such claims arise out of such party's breach of its obligations under this LOA.

Therefore, the parties agree to the above terms by providing their respective signatures below.

XXX

RWHC

Organization XXX

Rural Wisconsin Health Cooperative

By:

By: