

Memorandum of Understanding Sample – Trust Her

This Memorandum of Understanding (“**Agreement**”) is effective when signed by all Parties (“**Effective Date**”). The Agreement is between Child Poverty Action Lab (“**CAI**”) and its program “CAI,” and CLINIC NAME (“**Clinic**”). The parties hereto may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

RECITALS

WHEREAS, CAI is a non-profit formed under the laws of "Location" that has the corporate purpose of ending child poverty in the "Location" area;

WHEREAS, Clinic operates the "Location"-area clinic(s) set forth on Schedule I (“**Clinic Site(s)**”);

WHEREAS, Clinic strives to improve the health status of patients through comprehensive, coordinated, and patient-centered care that is accessible and affordable through the Clinic Sites through which Clinic will provide Covered Contraceptives and Covered Services to patients;

WHEREAS, Clinic has made CAI aware of the need for its patients to have greater access to the Covered Services, a need which CAI is willing to fill through Clinic and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to mutually promote greater access to contraception to ensure all "Location" County women have access to all forms of contraception at all times.

NOW, THEREFORE, in consideration of their mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1) Incorporation of Recitals. The foregoing recitals are incorporated herein as though set forth in their entirety.

2) Term; Termination.

- a) The term of this Agreement (the “**Term**”) shall commence on the Effective Date and, unless mutually agreed in writing by the Parties, terminate on December 31st, 2026, unless earlier terminated in accordance with the terms hereof.
- b) In addition to other remedies provided by law, this Agreement may be terminated:
 - i) by either Party, without cause, providing 30 days written notice of termination to the other Party;

**Memorandum of Understanding
Sample – Trust Her**

- ii) by either Party immediately by written notice and without liability, the other Party materially breaches any provision of this Agreement and does not or could not remedy such breach within 30 days after written notice;
 - iii) by CAI immediately by written notice without liability if Clinic (a) engages (or is discovered to have engaged) in fraud or criminal conduct or is subject to any government investigation or (b) becomes involved in legal proceedings that, in the opinion of CAI, interfere with the diligence, efficient and satisfactory provision of the Covered Contraceptives and Covered Services; or
 - iv) by CAI immediately by written notice if CAI no longer receives necessary third-party funding.
- c) Upon termination of this Agreement, (a) CAI shall not have any obligation to provide additional funding and (b) all remaining CAI Inventory shall be returned to CAI for disbursement (as determined by CAI) to other clinic sites already in partnership with CAI. All provisions of this Agreement which by their nature extend beyond the termination of this Agreement shall do so.

3) Patient Eligibility.

- a) For the purposes of this Agreement, “**Eligible Patient**” means each patient who satisfies all of the following criteria:
- i) such person lives in the [Location]
 - ii) such person has the capacity for pregnancy;
 - iii) such person does not have private health insurance;
 - iv) such person is not enrolled in a government-funded health insurance or payer program that covers the cost of the applicable Covered Contraceptives and Covered Services;
 - v) such person’s self-reported household income is at or below 250% of the Federal Poverty Level (it being understood that a minor’s household income does not include the income of such minor’s parent or guardian);
 - vi) such person’s appointment includes one or more of the following contraceptive services: patient requests contraception and receives contraceptive counseling and/or a contraceptive method; patient requests and undergoes removal of an IUD or implant; OR patient receives contraceptive management care.

4) Covered Services, Covered Contraceptives Dispensed by Pharmacy Partner, and Covered Contraceptives at Clinic.

**Memorandum of Understanding
Sample – Trust Her**

- a) Clinic will provide medical services as listed and described on Schedule II (“**Covered Services**”) to Eligible Patients at no cost to the patient.
- b) For Eligible Patients requesting contraceptives listed and described on Schedule III (“**Covered Contraceptives Dispensed by Pharmacy Partner**”), Clinic will send prescriptions to the Pharmacy Partner(s) designated by CAI. CAI will enter into a separate contract with the Pharmacy Partner(s) in order to provide Covered Contraceptives to Eligible Patients at no cost to the patient.
- c) For Eligible Patients requesting contraceptives listed and described on Schedule IV (“**Covered Contraceptives at Clinic**”), the Clinic will provide the Covered Contraceptives to Eligible Patients at no cost to the patient.
- d) Clinic shall provide, where permissible, evidence that all patients receiving Covered Contraceptives and/or Covered Services (and for whom reimbursement is to be provided by CAI) are Eligible Patients.

5) CAI Funding; Audit Rights.

- a) Initial Anticipatory Funding. CAI shall pay to Clinic a one-time initial amount of funding (the “**Initial Anticipatory Funding**”) to purchase an on-site stock of Covered Contraceptives in the quantities listed in Schedule V (“**CAI Inventory**”). Clinic agrees to use all Initial Anticipatory Funding to purchase Covered Contraceptives and supplies explicitly approved by CAI. Clinic shall make reasonable efforts to purchase birth control and supplies in a cost-effective manner, which may include purchasing generic versions of methods when available, joining group purchasing organizations if requested by CAI, and purchasing directly from manufacturers. Within 30 days of receiving Initial Anticipatory Funding, Clinic agrees to purchase all inventory and supplies and provide CAI with receipts. The receipts should not have any other purchases listed. If any funding remains after the purchases are made, that funding shall be used to purchase additional birth control stock. The Initial Anticipatory Funding is not intended by the Parties to replace the current amount Clinic pays to stock the Covered Contraceptives, but to augment Clinic’s current spending. Clinic agrees during the Term to continue spending no less than the current amount Clinic pays to stock the Covered Contraceptives.
- b) Monthly Reimbursements. During the Term, CAI agrees to provide monthly reimbursement funding (“**Monthly Reimbursements**”) in the amounts determined by CAI in Schedule VI (“**Pricing for Covered Contraceptives at Clinic and Covered Services**”) to Clinic for the Covered Contraceptives at Clinic and Covered Services provided to Eligible Patients in accordance with the terms of this Agreement during such monthly period. Clinic agrees to use the Monthly Reimbursement for Covered Contraceptives to purchase contraceptive methods to replace all CAI Inventory used in the previous monthly period and provide

Memorandum of Understanding Sample – Trust Her

receipts of these purchases to CAI. Purchased methods must be the same type and quantity taken from the CAI Inventory, unless otherwise approved by CAI.

- c) Additional Anticipatory Funding. In the event that the CAI Inventory outlined in Schedule V is not sufficient to meet patient demand, the clinic may request additional anticipatory funding to increase stock levels. The amount requested must be accompanied by clinic data that documents the need for requested additional funding.
- d) Payments for denied insurance claims for birth control devices. In the event that an insured patient receives a birth control method from the CAI Inventory and the patient's insurance denies the claim or reimburses less than the cost of the device, the Clinic shall make any needed corrections to the claim and/or appeal the denial or under payment. If the claim is still denied or the reimbursement doesn't fully cover the cost of the device, the Clinic shall provide CAI de-identified documentation of the denied claim and subsequent appeal, and CAI will pay the portion of the cost of the device that hasn't been reimbursed.
- e) CAI Funding. Monthly Reimbursements, Initial Anticipatory Funding, and all other payments are "**CAI Funding**". In no event shall CAI be required to provide any CAI Funding in excess of \$100,000 in any calendar year. Clinic acknowledges and agrees that the CAI Funding is dependent upon funding from third parties, which may cease at any time. CAI Funding is subject to Clinic's performance of its obligations under this Agreement, including, without limitation, the delivery of Monthly Reports.
- f) Records; Audit Rights. Clinic shall keep accurate records and accounting as to all Covered Services and Covered Contraceptives on which CAI Funding is spent. CAI, or an independent certified auditor designated by CAI, shall have the right to audit any and all of Clinic records and/or accounting pertaining to Covered Services funded by CAI for up to two years after any funding disbursement during Clinic's normal working hours. CAI may also verify Clinic's compliance with its obligations with secret shopper phone calls or on-site visits.

6) CAI Inventory.

- a) CAI Inventory. Covered Contraceptives purchased with CAI Funding are a part of the "**CAI Inventory**." All contraceptive methods purchased by Clinic to replace methods taken from the CAI Inventory also become a part of the CAI Inventory. CAI Inventory shall be stored at the Clinic Site separately from all other stock. CAI Inventory shall be used in accordance with the terms in this Agreement.
- b) **PAR Levels.** Schedule V shows the PAR levels of CAI Inventory. The Clinic cannot change these PAR levels or the methods stocked without permission from CAI.

Memorandum of Understanding Sample – Trust Her

- c) Eligible Patients. Clinic shall make available the CAI Inventory to all Eligible Patients at no cost to such Eligible Patient.
- d) Non-Eligible Insured Patients. If an insured patient requests a method that is available in the CAI Inventory, the Clinic must use CAI Inventory unless the patient requests otherwise. The Clinic agrees not to use Specialty Pharmacy to obtain IUDs or Nexplanon unless the patient requests a method that is not available in the CAI Inventory.
- e) Same-Visit Access to CAI Inventory. Clinic shall use its reasonable best efforts to make available the CAI Inventory to all patients at the same visit the patient requests a method of birth control (unless there is medical necessity or patient preference otherwise). Clinic shall review its processes and work to implement best practices to ensure same-visit access.
- f) Inventory Tracking. Usage of the CAI Inventory (including the number and type of devices taken from such inventory) shall be tracked by Clinic and reported to CAI concurrently with delivery of monthly reports required to be delivered hereunder.
- g) **Reordering CAI Inventory.** The Clinic shall report their CAI Inventory levels at the close of business on the last day of each month. The Clinic must purchase the birth control stock needed to return to PAR levels every month. The Clinic can wait until it receives CAI funding for devices used the prior month before purchasing the birth control stock. If the clinic has not been reimbursed by insurance for a method used, the clinic will communicate that to CAI so the reordering level can be temporarily adjusted. Clinic staff agrees to approve all funding needed to restock the CAI Inventory each month. Clinic will provide all invoices of stock purchases to CAI.

7) Onboarding.

- a) CAI will begin paying for Eligible Patients to receive Covered Services and Contraceptives and Clinic once the following onboarding steps have been completed:
 - i) The Clinic receives all methods and supplies ordered with the Initial Anticipatory Funding;
 - ii) Clinic has set up a data reporting process in the form of a report from their Electronic Health Records or the online CAI Contraceptive Services Report;
 - iii) Clinic and CAI have agreed on procedures for the following areas: checking patient eligibility; ordering and tracking CAI Inventory; same-visit access to patient's method of choice; billing and coding for contraceptive care;

**Memorandum of Understanding
Sample – Trust Her**

iv) Staff have been trained on the CAI program and the processes listed above.

8) Responsibilities of Clinic.

- a) Standard of Care. Clinic and its employees, representatives, and agents shall perform medical services, including, but not limited to, the provision of the Covered Services, in accordance with the care, skill, and diligence of the applicable professional standards currently recognized by the medical profession and that also reflects their best personal knowledge, skill, and judgment. Such medical services, including, but not limited to the provision of the Covered Services shall be provided in compliance with all federal, state and local laws and regulations. Clinic acknowledges and agrees CAI is not providing medical services, nor prescribing or offering medical advice regarding Covered Services and Covered Contraceptives, nor directing Clinic's provision of medical services, nor prescription or use of Covered Contraceptives in any manner, under this Agreement.
- b) Commitment to birth control access. Clinic shall work towards providing access to all methods of birth control without barriers to all patients. Clinic is responsible for providing evidence-based care that is patient-centered and noncoercive. Clinic agrees to work with CAI to review Clinic processes to identify and address areas of improvement.
- c) Reporting. Clinic agrees to provide CAI a monthly report from their Electronic Health Record System (EHR). Such report will contain (where legally permissible) an anonymized and de-identified data report tracking for the previous month the information set forth on Schedule VII ("Monthly Reporting Requirements). CAI shall provide support to set up this reporting system through their contractors, Med Tech Solutions and ERO Health. Clinic shall sign a Business Associates Agreement (BAA) with CAI's contractors and provide them the needed access to their EHR to build and maintain the reporting process. Med Tech Solutions will de-identify data in compliance with HIPAA before delivering the report to CAI.
- d) Training. Clinic agrees that health care providers, clinicians and support staff that are involved in the program should attend educational trainings offered by CAI and/or its contractors to the extent that all program staff are able to work to the top of their license in order to (i) engage in noncoercive patient-centered contraceptive counseling using an evidence-based script as a guide; (ii) counsel patients about all birth control methods, (iii) including informing patients of each method's efficacy, side effects, and usage protocols, (iv) utilize pregnancy intention questions within every patient encounter, (v) insert and remove Nexplanon and IUDs. For providers who need LARC procedure instruction as determined by assessment, Clinic agrees to have providers trained in LARC insertion and removal procedures by CAI's contracted preceptor. Clinic agrees to

Memorandum of Understanding Sample – Trust Her

host CAI's contracted preceptor at their Clinic Site to provide hands-on training with Clinic's patients. CAI's contracted preceptor will determine the type and duration of training needed.

- e) CAI Clinic Champion. Clinic shall identify at least one staff member to serve as the “**CAI Clinic Champion**” to serve as point of contact and participate in monthly meetings with CAI.
- f) Quarterly Meetings. A group of Clinic staff representative of the different staff roles that implement the CAI program will participate in a quarterly meeting with CAI. This meeting will include the CAI Clinic Champion. For example, this group may consist of a provider, medical assistant, and quality improvement officer.
- g) Site Visits. Clinic and its employees shall allow CAI to visit each of the clinic sites to observe clinic practices and process flow. Such site visits are intended to act as an opportunity for CAI to better understand how their model of same day access is working and will allow CAI to offer optimization sessions to the clinic in consultation with CAI's expert in residence to address any needs that may arise. Clinics can expect site visits to take place once per year, unless issues are identified that need to be addressed through follow-up site visits.
- h) Insurance. Clinic shall take out, pay for and maintain, at all times during this Agreement, the following minimal insurance coverages unless otherwise agreed by the Parties:
 - i) Medical Professional Liability Insurance with limits of \$200,000 per claim and \$600,00 aggregate that includes Vicarious Liability if Clinic uses independent contractors to provide medical services/ the Covered Services and Covered Contraceptives.
 - ii) Comprehensive General Liability Insurance with limits of \$1 million for each occurrence, such coverage to include broad contractual liability assumed under this Agreement and contractor's contingent (protective liability) with respect to work subcontracted by Clinic.
 - iii) Insurance companies must be rated by the latest edition of Best's Insurance Guide as no less than a B+ Financial Strength Rating category.
 - iv) Evidence of all such insurance, including renewals, indicating such insurance to be in full force and effect shall be furnished to CAI at the start of this Agreement and at CAI's reasonable requests during the term of this Agreement.
- i) Compliance with Laws. Clinic shall comply with all federal, state and local laws and regulations in the performance of this Agreement. It shall be Clinic's obligation to provide all information required to be delivered hereunder in a

Memorandum of Understanding Sample – Trust Her

manner that fully complies with the Health Insurance Portability and Accounting Act Privacy Rule. CAI is not a “Covered Entity” or “Business Associate” as those terms are defined by HIPAA, and as such do not have any obligations under HIPAA to provide protection of any data report tracking information that fails to properly anonymize or de-identify such data. Specifically, Clinic agrees that it will comply in all material and applicable respects with all federal and state mandated regulations, rules and orders applicable to privacy including, without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and the regulations promulgated thereunder, as amended from time to time and the Health Information Technology for Economic and Clinical Health Act, as incorporated in Title XIII of the American Recovery and Reinvestment Act of 2009 and its implementing regulations as issued from time to time (“HITECH Act”).

9) Representations and Warranties of Clinic. Clinic makes the following representations and warranties as of the date of each CAI Funding:

- a) Clinic is duly licensed to conduct business in the State of "Location";
- b) Clinic is duly licensed to provide medical services, including, but not limited to the Covered Services, in the State of "Location";
- c) Clinic employees, representatives, and agents providing medical care and services, including, but not limited to Covered Services, are duly licensed to do so in the State of "Location";
- d) Clinic is authorized to receive payments for its Covered Services from health care insurance companies, public health care insurance, government programs, such as Medicaid and Medicare, and other payors;
- e) Clinic is not aware of any government investigation into its practices or provision of medical services/the Covered Services, or its contraceptive services.
- f) Clinic agrees to immediately notify CAI of any government investigation into its practices or provision of medical services/the Covered Services, or its contraceptive services after this Agreement is executed.

10) Limitation of Liability; Indemnification.

- a) In no event shall CAI be liable to Clinic for direct, incidental, special, indirect, or consequential damages, including loss of revenues, loss of profits, or commercial or economic loss. If at any time CAI is made liable for any losses hereunder, then the liability for damages of CAI shall not exceed an amount equal to one third of the Initial Anticipatory Funding.

Memorandum of Understanding
Sample – Trust Her

- b) Clinic agrees to indemnify, defend, and hold harmless CAI (including their officers, directors, employees, and representatives) from and against any and all liability, damages, attorney fees, or other expenses of any kind that arise out of any claim or suit resulting from or in connection with the negligent, intentional, or unprofessional acts, omissions or misrepresentations of Clinic (including any of its employees, agents or representatives,) solely or jointly with others in the performance of or in connection with the performance of Clinic's obligations, representations, and warranties under this Agreement

**Memorandum of Understanding
Sample – Trust Her**

- 11) Dispute Resolution. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

____ (initials) ____ (initials)

(Initials here are to expressly recognize the arbitration clause, immediately below.)

ARBITRATION. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE SETTLED BY MEDIATION AND, IF NECESSARY, LEGALLY BINDING ARBITRATION IN ACCORDANCE WITH THE GENERAL "Location" ARBITRATION ACT. JUDGMENT UPON AN ARBITRATION DECISION MAY BE ENTERED IN ANY "Location" COUNTY COURT OTHERWISE HAVING JURISDICTION. THE PARTIES UNDERSTAND THAT THESE METHODS SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT AND EXPRESSLY WAIVE THEIR RIGHT TO FILE A LAWSUIT IN ANY CIVIL COURT AGAINST ONE ANOTHER FOR SUCH DISPUTES, EXCEPT TO ENFORCE AN ARBITRATION DECISION.

12) General Provisions.

- a) Headings. The headings of this Agreement are for convenience only and they in no way limit, alter or affect the meaning of the Agreement.
- b) No Assignment. None of the Parties may assign this Agreement, or any right or duty hereunder, in whole or in part without the prior written consent of the other Parties (which consent shall not be unreasonably withheld). Any such assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
- c) Waiver; Amendment. Any failure of any Party to enforce or require the strict performance of any of the provisions of this Agreement shall not constitute a waiver of such provision or of any breach of such provision, nor in any way affect the right of such Party to enforce hereafter any provision of this Agreement. Except as otherwise set forth herein, no waiver, alteration, amendment or modification of this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties; provided, however, that CAI may amend Schedules I, II, III IV, V, VI, and VII from time to time upon written notice to Clinic.
- d) Force Majeure. No Party shall be considered to be in default in performance of its obligations under this Agreement to the extent that the performance of any such

Memorandum of Understanding

Sample – Trust Her

obligations is prevented or delayed by any cause, which is beyond the reasonable control of the Party in default.

- e) **Choice of Law/Venue; Waiver of Jury Trial.** This Agreement and all disputes or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of "Location", without reference to its conflicts of law principles. Subject to Section 11, the Parties irrevocably submit to the exclusive jurisdiction of the competent courts of "Location" County within the State of "Location" in connection with all matters relating hereto and waive any objection to the laying of venue in, and any claim of inconvenient forum with respect to, these courts. Each of the Parties hereto irrevocably waives any and all rights to a trial by jury in connection with any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.
- f) **Confidentiality.** This Agreement, and all of its terms, as well as any other information designated confidential and disclosed by any Party to the other will be kept in confidence and restricted to those persons in the recipient's business who need to know same, except as to any such information which the recipient shows has become public information or which may be required to be disclosed by applicable law.
- g) **Publicity.** All external communications by Parties must be first reviewed and approved by the other Parties. If CAI approves, Clinic will acknowledge CAI's support for the Covered Services in such external communications. No Party shall use another Party's name, logo, or marks for any other purpose without prior written authorization of the other Party.
- h) **Notice.** All notice and other communications sent by any Party to another Party hereunder shall be in writing and shall be hand delivered, sent either by certified mail or registered mail, postage prepaid, or sent by overnight commercial carrier guaranteeing next business day delivery (such as UPS or Federal Express), and shall be addressed to the recipient at its address set forth on the applicable signature page hereto; provided, that a Party may designate a new address for the giving of notices or communications by giving the other Parties written notice thereof in the manner herein set forth, whereupon notices and other communications shall be sent to the replacement address most recently designated.
- i) **Entire Agreement.** This Agreement and the appendixes and exhibits hereto embody the entire understanding of the Parties with respect to the subject matter hereof and supersede and cancel any prior, verbal or written, communications, brochures, offerings, commitments, agreements, representations or warranties relating to the subject matter hereof. If any provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such

**Memorandum of Understanding
Sample – Trust Her**

provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

- j) Authority; Counterparts. The persons signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing. This Agreement may be executed in any number of counterparts, delivered via facsimile, e-mailed .PDF or other electronic means, each of which shall be deemed to be an original, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- k) No Joint Venture. Nothing in this Agreement shall be deemed to be a commitment or obligation of any Party to enter into any joint venture, joint enterprise, employment relationship, partnership or other legal business relationship.
- l) Interpretation. This Agreement, and all the provisions to this Agreement, shall be deemed drafted by all Parties. This Agreement shall not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions to effectuate the Agreement's purpose.
- m) No Third-Party Beneficiary Rights. No provision of this Agreement shall in any way inure to the benefit of any third person.

[Signature Page Follows]

**Memorandum of Understanding
Sample – Trust Her**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

CAI	CLINIC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:

Memorandum of Understanding
Sample – Trust Her
SCHEDULE I
CLINIC SITE(S)

CAI reserves the right to add to and/or delete from the above list upon written notice to Clinic

**Memorandum of Understanding
Sample – Trust Her**

SCHEDULE II

COVERED SERVICES

“Covered Services” are considered the following:

- 1) Patient Encounter New Patient - Code 99202
- 2) Patient Encounter New Patient - Code 99203
- 3) Patient Encounter New Patient - Code 99204
- 4) Patient Encounter New Patient - Code 99205
- 5) Patient Encounter Established Patient - Code 99211
- 6) Patient Encounter Established Patient - Code 99212
- 7) Patient Encounter Established Patient - Code 99213
- 8) Patient Encounter Established Patient - Code 99214
- 9) Patient Encounter Established Patient - Code 99215
- 10) Patient Encounter New Patient - Code 99384
- 11) Patient Encounter New Patient - Code 99385
- 12) Patient Encounter New Patient - Code 99386
- 13) Patient Encounter Established Patient - Code 99394
- 14) Patient Encounter Established Patient - Code 99395
- 15) Patient Encounter Established Patient - Code 99396
- 16) Depo Injection – Code 96372
- 17) IUD Insertion – Code 58300
- 18) IUD Removal – Code 58301
- 19) Implant Insertion – Code 11981
- 20) Implant Removal – Code 11982
- 21) Implant Removal with Reinsertion – Code 11983
- 22) Urine Pregnancy Test – Code 81025
- 23) Gonorrhea Testing – Code 87591
- 24) Chlamydia Testing – Code 87491

CAI reserves the right to add to and/or delete from the above list upon written notice to Clinic.

Memorandum of Understanding

Sample – Trust Her

SCHEDULE III

COVERED CONTRACEPTIVES DISPENSED BY PHARMACY PARTNER

“Covered Contraceptives Dispensed by Pharmacy Partner” are considered the following:

- 1) Depo-subQ Provera 104
- 2) Vaginal rings
- 3) Hormonal patches
- 4) Generic oral contraceptives
- 5) Levonorgestrel 1.5 mg
- 6) ella
- 7) Spermicide
- 8) Phexxi
- 9) Caya diaphragm

CAI reserves the right to add to and/or delete from the above list upon written notice to Clinic.

**Memorandum of Understanding
Sample – Trust Her**

SCHEDULE IV

COVERED CONTRACEPTIVES AT CLINIC

“Covered Contraceptives at Clinic” are considered the following:

- 1) Intrauterine Devices (IUDs):
 - a) Mirena
 - b) Liletta
 - c) Kyleena
 - d) Skyla
 - e) Paragard
- 2) Nexplanon
- 3) Depo-Provera CI, including generics
- 4) Levonorgestrel 1.5 mg
- 5) ella
- 6) Spermicide

CAI reserves the right to add to and/or delete from the above list upon written notice to Clinic

**Memorandum of Understanding
Sample – Trust Her**

SCHEDULE V

CAI Inventory

The table below shows the type and quantity of birth control to be stocked in the CAI inventory.

Method	Units (PAR levels)
Nexplanon	15
Liletta	10
Paragard	10
Depo - IM	25
ella	10
Plan B	10

CAI reserves the right to add to and/or delete from the above list upon written notice to Clinic

**Memorandum of Understanding
Sample – Trust Her**

SCHEDULE VI

**PRICING FOR COVERED CONTRACEPTIVES AT CLINIC AND COVERED
SERVICES**

Updated pricing information may be provided by CAI from time to time.

- 1) Liletta = clinic purchase price + 20%
- 2) Mirena = clinic purchase price + 20%
- 3) Kyleena = clinic purchase price + 20%
- 4) Skyla® = clinic purchase price + 20%
- 5) Paragard® = clinic purchase price + 20%
- 6) Nexplanon® = clinic purchase price + 20%
- 7) Depo-Provera® CI = clinic purchase price + 20%
- 8) Emergency Contraceptive Pill = clinic purchase price + 20%
- 9) Spermicide = clinic purchase price + 20%
- 10) Patient Encounter New Patient - Code 99202 = \$48.29
- 11) Patient Encounter New Patient - Code 99203 = \$65.25
- 12) Patient Encounter New Patient - Code 99204 = \$95.47
- 13) Patient Encounter New Patient - Code 99205 = \$118.70
- 14) Patient Encounter Established Patient - Code 99211 = \$15.86
- 15) Patient Encounter Established Patient - Code 99212 = \$26.54
- 16) Patient Encounter Established Patient - Code 99213 = \$39.90
- 17) Patient Encounter Established Patient - Code 99214 = \$56.03
- 18) Patient Encounter Established Patient - Code 99215 = \$86.26
- 19) Patient Encounter New Patient - Code 99384 = \$106.46
- 20) Patient Encounter New Patient - Code 99385 = \$85.29
- 21) Patient Encounter New Patient - Code 99386 = \$94.10
- 22) Patient Encounter Established Patient - Code 99394 = \$97.94
- 23) Patient Encounter Established Patient - Code 99395 = \$74.02
- 24) Patient Encounter Established Patient - Code 99396 = \$76.37
- 25) Depo injection fee = \$11.79
- 26) IUD insertion fee = \$115.93
- 27) IUD removal fee = \$114.89

**Memorandum of Understanding
Sample – Trust Her**

28) Implant insertion fee = \$84.48

29) Implant removal fee = \$94.59

30) Implant removal with reinsertion = \$118.72

31) Pregnancy test = \$8.61

32) Gonorrhea testing = \$35.09

33) Chlamydia testing = \$35.09

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**Memorandum of Understanding
Sample – Trust Her**

SCHEDULE VII

MONTHLY REPORTING REQUIREMENTS

Data will be de-identified and aggregated when necessary to protect patient privacy.

- 1) For all appointments where a patient with the capacity for pregnancy asks for a method of birth control, receives a method of birth control (excluding condoms), is prescribed a method of birth control, is scheduled for a follow-up appointment to get a method, is referred out to obtain a method of birth control, has an IUD or implant inserted or removed or is receiving follow-up care for birth control, the Clinic must use their EHR records to report the following information:
 - a) Appointment date
 - b) Clinic
 - c) Clinic Site
 - d) Provider
 - e) Z30 diagnostic codes
 - f) CPT codes related to birth control
 - g) HCPCS codes related to birth control
 - h) Patient's preferred method of birth control
 - i) If patient received their preferred method at this appointment
 - j) If the patient did not receive their preferred method at this appointment, why not?
 - k) Race/ethnicity of patient
 - l) Household size and income or patient's income as % of Federal Poverty Level (required for CAI patients but not required if not available for other patients)
 - m) Age of patient
 - n) Insurance provider/plan
 - o) ZIP Code
- 2) Other reports requested by CAI regarding the Covered Contraceptives CAI, unless the Clinic cannot reasonably accommodate.