

RECITALS

1. Section 1.1(a)(12)(c)(2) of the Client Services Agreement (“CSA”), executed May 30, 2019 between Brick Township Board of Education (“BBOE”) and Integrity Health, LLC (“Integrity Health”) specifies that Integrity Health may be authorized and directed by BBOE to perform additional services consistent with the CSA.
2. BBOE, The City of Long Branch Board of Education (“LBBOE”) and Toms River Regional School District (“TRBOE”) each have a Client Services Agreement (“CSA”) with Integrity Health to manage their respective employee health benefit plans.
3. Pursuant to its respective CSA, each district sponsors a Partnership Health Center (“PHC”) as a key component of its health plan. Toms River Partnership Health Center (“TRPHC”), Partnership Health Center Long Branch (“PHCLB”) and Partnership Health Center Brick (“PHCBR”) offer similar products and professional services.
4. Access to these Partnership Health Centers is optional by covered members and access is limited to them; they are not open to the public.
5. Respective PHC costs, including staff salaries and supplies, are born by the respective district’s self-funded health plan but not funded through commercial insurance carrier provider contracts. No medical, pharmacy or other types of claims for patient services are generated for reimbursement by the districts nor are co-pays, deductibles or co-insurance collected from the members.
6. TRPHC, PHCLB, and PHCBR are within a common geographical area which facilitates easy access to each facility to members of all districts.
7. For reasons of BBOE member convenience, and possible financial gain for the health plan associated with increased dependent utilization of TRPHC and PHCLB, BBOE authorizes Integrity Health to establish an Integrity Health RECIPROCITY Pilot Program (“RECIPROCITY”). RECIPROCITY will grant covered health plan members of TRBOE and LBBOE access to PHCBR services, conditioned upon similar access by BBOE health plan members to TRPHC and PHCLB.
8. RECIPROCITY will not involve risk-sharing of health claims liability or financial cross-subsidies among the districts. Integrity Health will ensure that each Partnership Health Center will be fairly compensated for services and products provided to covered members of another district (“RECIPROCAL”) participating in the RECIPROCITY program.
9. The self-funded nature of the districts’ health plans managed by Integrity Health, coupled with the exclusive nature of Partnership Health Center access and stipulations for RECIPROCITY—specifically those referenced above in Recital 8—permit operations consistent with New Jersey laws pertaining to health, insurance, and local governments sharing services.

RECIPROCITY AUTHORIZATION

THEREFORE

Integrity Health is directed to establish RECIPROCITY as follows:

1. Prepare an implementation plan for a 12 month period beginning July 1, 2019, including periodic performance review dates, financial reconciliation processes and promotional communications. Integrity Health will provide evidence to BBOE of authorization to Integrity Health by TRBOE and LBBOE to implement RECIPROCITY according to provisions consistent with this AUTHORIZATION.
2. Establish a cost allocation and reimbursement process (“Settlement”) among PHCBR, TRPHC and PHCLB for services rendered to each district’s members to preclude health plans of any district from receiving financial subsidy from each other.
 - a. Charges for products provided to the RECIPROCAL district’s members will be made on an acquisition cost or mutually agreed average cost basis. Charges for professional services will be calculated using CMS Medicare standards of reimbursement.
 - b. The process will require Settlement to occur at least twice during the program year. Such Settlement will be prepared by Integrity Health and shared among the districts so that each may see and approve all charges incurred for patient visits involved with RECIPROCITY.
 - c. Reimbursements for RECIPROCITY-related charges incurred by a district, billed through the Settlement process, may be offset by charges incurred by a RECIPROCAL.
 - d. Should respective charges and offsets for the districts be equal during the period, no invoices for payment will be submitted by Integrity Health to districts participating in RECIPROCITY. Should (as expected) there be a net difference between charges and offsets for Settlement, Integrity Health will arrange reimbursement in the amount of the net difference, to the Partnership Health Center whose costs incurred in RECIPROCITY were greater.
 - e. Integrity Health is authorized to receive and issue RECIPROCITY Settlement payments on behalf of PHCBR, in the same manner and with the same Client approvals as now authorized by the Agreement for health plan contracted services.
3. Provide periodic reporting to BBOE in a mutually agreeable format regarding utilization of the program, assessment of any net savings to the health plan generated from it, and its impact on PHCBR operations.
4. Prepare and disseminate promotional materials to health plan members, informing them of access to RECIPROCAL districts products and services.
5. BBOE may withdraw its approval of RECIPROCITY and its participation at any time with 60-days’ notice to Integrity Health. Upon termination of RECIPROCITY, all financial settlement work necessary to ensure any RECIPROCAL DISTRICT suffers no continuing liability or obligation for RECIPROCITY products and services will be completed within 30 days.

BBOE: James Edwards

Date

Integrity Health: Douglas Forrester