

**Sample Written Agreement – NOT LEGAL ADVICE**

**NO SURPRISES ACT  
FACILITY-PROVIDER AGREEMENT PURSUANT TO 45 CFR 149.430(f)**

**THIS AGREEMENT**, effective the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, (“**Effective Date**”) is by and between \_\_\_\_\_ (“**Facility**”), and \_\_\_\_\_ (“**Provider**”).

**WHEREAS**, the federal No Surprises Act (“NSA”) and its implementing regulations require a provider to deliver a written notice regarding consumer protections afforded by the NSA (NSA Notice) to each facility patient to whom the provider furnishes services in the facility or in connection with a facility visit, who is a participant, beneficiary, or enrollee of a group health plan or group or individual health insurance coverage offered by a health insurance issuer in person or through mail or e-mail (as selected by the patient); and

**WHEREAS**, the NSA Notice must be delivered no later than the date on which the provider requests payment from the patient or, if the provider does not request payment from the patient, the date on which the provider submits a claim to the plan or issuer; and

**WHEREAS**, pursuant to 45 CFR 149.430(f), a provider may enter into a written agreement with the facility under which the facility assumes responsibility for delivering the NSA Notice on the provider’s behalf, thus satisfying the provider’s duty to deliver the NSA Notice; and

**WHEREAS**, Facility and Provider desire to enter into such written agreement regarding delivery of the NSA Notice for the purpose of avoiding unnecessary duplication.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. Facility shall deliver a one-page version of the NSA Notice to Facility patients in compliance with 45 CFR 149.430. Such NSA Notice shall include information about the NSA’s balance billing requirements and prohibitions applicable to both Facility and Provider.
2. Provider shall rely on Facility’s delivery of the NSA Notice to Facility patients and shall not deliver a separate notice to those patients. If Provider has reason to believe Facility is not in compliance with the requirements of 45 CFR 149.430, Provider shall promptly notify Provider’s Compliance Officer in a manner specified in Provider’s Compliance Program.
3. Except as specifically stated herein, each party shall be solely responsible for that

party's compliance with all applicable NSA requirements.

4. This Agreement shall become effective as of the Effective Date and continue for a one-year term. Thereafter, this Agreement shall automatically renew for successive one (1) year terms. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, at any time upon thirty (30) days' written notice to the other.

**For Facility:**

**For Provider:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

