

**Administrative Health Home Services Agreement
(DRAFT Revision as of 7/6/15)**

THIS HEALTH HOME SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between _____ (“MCO”) and [Insert Name of Health Home] (“Health Home”).

WHEREAS, MCO offers Medicaid managed care health benefit plans (“MMC Plans”) and seeks to engage Health Home to provide Health Home Services for Members of such plans;

WHEREAS, Health Home is a health home designated by the New York State Department of Health (“NYSDOH”) to provide or arrange for the provision of care management services to Medicaid enrollees by individuals employed by or subcontracted with Health Home; and

WHEREAS, MCO and Health Home desire to enter into this Agreement whereby Health Home will provide or arrange for the provision of Health Home Services to MCO’s Health Home Participants in exchange for payments from MCO, all subject to and in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

“Assignment” and “Re-Assignment” means the process by which a Member is assigned to a Health Home contracted with the MCO.

“De-activation” means the process by which Health Home Services are terminated for a Health Home Participant.

“Emergency Medical Condition” means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the person afflicted with such condition in serious jeopardy, or in the case of a pregnant woman, the health of the woman or her unborn child or, in the case of a behavioral condition, placing the health of the person or others in serious jeopardy; or (ii) serious impairment to such person's bodily functions; or (iii) serious dysfunction of any bodily organ or part of such person; or (iv) serious disfigurement of such person.

“Enrollment” means the process by which a Member’s membership in the MCO begins.

“Health Home Candidate” means a Member who is eligible to become a Health Home Participant.

“Health Home Participant” means a Health Home Candidate who is assigned to Health Home by the MCO and assigned a Health Home Services Provider for case management by the Health Home.

“Health Home Services” means those services defined in Section 1945(h)(4) of the Social Security Act and as more specifically defined in an Article II of this Agreement including:

1. Comprehensive care management;
2. Care coordination and health promotion;
3. Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
4. Individual and family support, which includes authorized representatives;
5. Referral to community and social support services, if relevant; and
6. The use of health information technology to link services, as feasible and appropriate;

“Health Home Service Organizations” is the collective list of Health Home Service Providers.

“Health Home Services Provider” means a provider of Health Home Services that has a contractual relationship with Health Home. Health Home shall provide MCO with a list of all Health Home Services Providers in the Health Home Services Organization, and shall notify MCO of any changes to such list, such as the addition or deletion of a Health Home Services Provider, prior to the effective date of the change.

“Member” means an individual enrolled in an MCO MMC Plan.

“NYSDOH” means the New York State Department of Health.

“Provider Network” is the group of Participating Providers by which a Member receives clinical and/or related services pursuant to the MCO’s in-network benefit package.

“Participating Provider” means a provider of clinical and/or related services that is credentialed by the MCO or its designee, if applicable, and has contracted with the MCO to render such services to Members as a participant in the MCO’s Provider Network.

ARTICLE II - HEALTH HOME RESPONSIBILITIES

2.1 Health Homes and MCOs shall be obligated to perform all of the responsibilities contained in this Agreement and in the Health Home Care Management Standards and Requirements established by the NYSDOH and shall ensure that any obligation imposed on it shall also be adhered to by all Health Home Services Providers.

2.2 Scope of Health Home Services. Health Home only shall use experienced and qualified personnel to perform the Health Home Services. Health Home shall perform all Health Home Services (1) in a good and workmanlike manner and in accordance with best practices in the community for Health Home’s industry, and (2) in accordance with all applicable laws, rules, regulations and government program requirements. A Health Home will:

- a. Provide outreach, contact and engagement services to Health Home Candidates, including securing a signed NYSDOH approved “Health Home Services Consent Form” from those Health Home Candidates choosing to receive Health Home Services so that Health Home may share Member’s medical records, encounter data and other health information with MCO, Health Home Services Providers that are

Participating Providers and NYSDOH, as applicable and appropriate;

b. Conduct a comprehensive assessment of each Health Home Participant ~~and including~~ any such assessment the NYSDOH requires for defined populations, including but not limited to children and individuals receiving or eligible to receive Home and Community Based Services (HCBS). Such assessments shall include medical, behavioral, functional and social support needs;

c. Provide behavioral health expertise and leadership, as applicable, for individuals with Serious Mental Illness (SMI) and those with substance use disorders (SUD);

d. Develop an integrated plan of care for physical and behavioral health disorders, as applicable;

e. Prepare and maintain a comprehensive plan of care in conformance to any State and federal requirements for each Health Home Participant, including information retrieved from the Health Home Participant and from providers of clinical, behavioral and social support services and share such plans of care as required in the Health Home Standards and Requirements for Health Homes, Care Management Providers and Managed Care Organizations

f. Coordinate care by and among Health Home Services Providers and Participating Providers and the MCO;

g. Provide any or all Health Home Services to Health Home Participants, as agreed to with the MCO;

h. Coordinate non-health service providers and local government agencies that may also provide non-health social services;

i. Report to the MCO on activities and services in a format and within timeframes designated by the MCO and/or NYSDOH, which requirements are negotiated and mutually agreed upon between MCO and Health Home; and promptly respond to the MCO's requests for information regarding specific services provided to Members; and

j. Provide data management to the MCO in compliance with the data submission requirements of the MCO and NYSDOH.

2.3 MCO Protocols. Health Home, in the development of a plan of care for a Health Home Participant, shall ensure that such plan of care is in accordance with MCO's Participating Provider manual, as applicable to care management and Health Home Services. The Health Home and MCO shall work cooperatively to use in plan resources and address any opportunities for network expansion to best serve Member needs. The Health Home agrees and must require each Health Home Services Provider to agree to adhere to all MCO notification and authorization requirements. Health Home and Health Home Services Providers shall cooperate with quality oversight activities conducted by MCO. However, nothing herein affects the obligation of a Health Home Services Provider that is also a Participating Provider, for the delivery of Health Home Services, to adhere to and abide by the Participating Provider's contract

with the MCO, the MCO's Participating Provider manual and all applicable MCO rules. Neither the Health Home nor any Health Home Services Provider shall refer a Member for in-network benefits to any provider or Health Home Services Provider in the Health Home Service Organization that is not otherwise a Participating Provider in the MCO's Provider Network without the MCO's prior notice and approval, except in the instance of an Emergency Medical Condition. Health Home shall systematically and timely communicate with the MCO, Health Home Services Providers and Participating Providers about clinical, care coordination and social service referral information regarding Health Home Participants, as appropriate, and in accordance with legal privacy requirements.

2.4 Representations and Warranties. Health Home is a duly organized, validly existing organization in good standing, designated by NYSDOH as a Health Home. Health Home has the authority to execute and deliver this Agreement and to perform the service under this Agreement. Health Home agrees it is and will continue to be for the term of this Agreement eligible to participate in the NYS Medicaid Program, and to comply with all state and federal laws and regulations, including Medicaid program requirements, the MCO's contract with the State for administering a federally sponsored health care program, and all confidentiality provisions contained in the contract between the MCO and the State.

2.5 Health Home Participant Re-Assignment or Termination. The parties recognize that there are many ways in which Health Home Participant status may change that may result in Re-Assignment or De-Activation. Upon prior reasonable notice to Health Home, MCO shall have the authority to De-Activate a Health Home Participant or Re-Assign Health Home Participants to another designated health home if the Health Home is not effectively providing or managing Health Home Services to the Member, not achieving quality goals, not adhering to the MCO's protocols, or not meeting specific Members needs, as determined by the MCO after consultation with the Health Home. In addition, MCO may Re-Assign a Health Home Participant to another Health Home if the Member: a) requests Re-Assignment, b) relocates, or c) transfers to a Primary Care Participating Provider who is affiliated with another health home. MCO will De-Activate a Health Home Participant from the Health Home if the Member is no longer enrolled in the MCO or upon a determination by the MCO, in consultation with the Health Home, that the Member is not engaging in the Health Home Services or adhering to the plan of care.

2.6 Quality, Data and Reporting Requirements. Health Home shall comply with MCO Health Home data and reporting requirements, which are provided to Health Homes and includes adhering to MCO quality performance measures, as applicable to care management activities. As a condition of payment, Health Home shall report all required care management and patient data to MCO and NYSDOH, as required.

2.7 Maintenance of Records. Health Home shall and shall require Health Home Services Providers to maintain Member medical records for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after the age of majority or six (6) years after the date of service, whichever is later, or for such longer period as required by law, regulation or the contract between MCO and NYSDOH. This provision shall survive the termination of this Agreement regardless of the reason.

2.8 Non-discrimination. Health Home shall not, and shall ensure that Health Home Services Providers do not discriminate against any Members based on color, race, creed, age, gender, sexual orientation, and disability, place of origin or source of payment or type of illness or

condition. Health Home shall, and shall require Health Home Services Providers to comply with the Federal Americans with Disabilities Act (ADA).

2.9 Confidentiality. Health Home shall, and shall require Health Home Services Providers to comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), HIV confidentiality requirements of Article 27-F of the Public Health Law, Mental Hygiene Law Section 33.13 and the confidentiality requirements set forth in the Medicaid Managed Care and Family Health Plus model contract between the MCO and NYSDOH. The parties acknowledge that Health Home is a business associate of MCO and agree to enter into a Business Associate Agreement, which shall be binding upon the parties to this Agreement.

2.10 Eligibility Verification. Except in the case of an Emergency Medical Condition, Health Home shall use a mechanism established by MCO to confirm a Member's eligibility in MCO and as a Health Home Participant prior to furnishing any Health Home Services. In the event of an Emergency Medical Condition, Health Home shall verify eligibility at the first available opportunity.

ARTICLE III - PAYMENT

3.1 Payment. MCO shall pay Health Home for Health Home Services pursuant to the rates set by NYSDOH, ~~minus _____ which shall not exceed three percent (3%) of such rate for MCO's administrative expense, and shall have no obligation or responsibility for distributing payment for Health Home Services to Health Home Service Providers within the Health Home Services Organization.~~ Each month the MCO shall bill NYSDOH for Health Home Services for Health Home Participants and Outreach and Engagement for Health Home Candidates. MCO shall pay Health Home for Health Home Services billed to the MCO within thirty (30) days of MCO receipt of payment from NYSDOH, or such other frequency as agreed to by MCO and Health Home.

Commented [DAA1]: One commenter asked if it is possible to put a parameter around this right in the contract? (i.e. On the tenth (10) business day of the month, the MCO shall bill NYSDOH....This will enable the Health Homes to submit monthly billing prior to the pull date and have consistency across MCOs.)

3.2 Adjustments/Recoupment/Adjustments for Incorrect/Over Payment to Health Home.

a. Other than recovery for duplicate payments, MCO will provide Health Home with 30 days prior written notice before engaging in additional incorrect/over payment recovery efforts seeking recovery of the incorrect/over payment to the Health Home. Such notice shall state the specific information relating to such incorrect/over payment, payment amount and proposed adjustment with a reasonable explanation of the proposed adjustment. MCO will not initiate incorrect/over payment recovery efforts more than 24 months after the original payment unless authorized or required by the State.

b. The parties acknowledge and agree that payments for Health Home Services under this Agreement do not constitute as payment or processing of health care claims and, as such, such payments are not subject to the rules relating to the processing of health claims and overpayments to health care providers under SIL Sections 3224-a and 3224-b of the NYS Insurance Law.

ARTICLE IV - TERM AND TERMINATION

4.1 Term. The term of this Agreement shall begin as of the effective date and shall continue for one (1) year, after which this Agreement shall re-new for additional one (1) year terms; (a) so long as the Health Home continues to be approved by NYSDOH as a designated Health Home; (b) unless otherwise terminated as provided for in this Agreement; or (c) either party gives sixty (60) days advance written notice prior to the renewal date.

4.2 Termination for Cause. MCO shall have the right to terminate this Agreement upon 60 days written notice, ~~or such earlier time period, if warranted,~~ if the Health Home (1) materially breaches this Agreement ~~and such breach is not cured within the 60 days' notice period;~~ (2) does not: (a) adhere to the reporting requirements; (b) achieve ~~the~~ quality goals ~~or comply with Health Home Care Management Standards and Requirements;~~ and/or (c) fails to comply with the MCO's protocols; (3) ~~fails to maintain liability insurance as required, provided that, in the instance of (1) through (3) above, the Health Home is given 60 days to remediate such breach or deficiency. Further the MCO shall have the right to terminate this Agreement immediately if the Health Home (1) loses its licensure or Health Home Designation; (2) is excluded, suspended or barred from participating in any government health care program; (5) fails to maintain liability insurance, as required; or (3) receives a determination by a government entity or review body that it has violated any law or is engaged in or is engaging in fraud, waste or abuse. Health Home shall also have the right to terminate this Agreement upon sixty (60) days written notice if there is a material breach by MCO of this Agreement and this breach is not cured within the sixty (60) day notice period.~~

4.3 Termination without Cause. Either party may give the other party sixty (60) days advance written notice of its intent to terminate this Agreement.

4.4 Implementation Prior to DOH Approval. This Agreement is subject to the approval of NYSDOH and, if implemented prior to such approval, the parties agree to incorporate into this Agreement any and all modifications required by the Department of Health for approval or, alternatively, to terminate this Agreement if so directed by NYSDOH, effective sixty (60) days subsequent to such notice.

4.5 Obligations Post Termination. Upon termination, Health Home shall: (1) assist in effecting an orderly transfer of services and obligations to another Health Home to which MCO has assigned the Members to prevent any disruption in services to such Members; (2) provide MCO and NYSDOH with access to all books, records and other documents relating to the performance of services under this Agreement that are required or requested, at no charge; and (3) subject to applicable law, stop using and return and/or destroy all proprietary information. This provision shall survive the termination of this Agreement regardless of the reason.

ARTICLE V - INSURANCE AND INDEMNIFICATION

5.1 Insurance. Health Home shall secure and maintain for itself and its employees, commercial general liability insurance and/or professional liability insurance coverage as

applicable and as may be necessary to insure Health Home, its agents and employees, for claims arising out of events occurring during the term of this Agreement or any post termination activities under this Agreement. Coverage shall be in amounts and terms customary for the industry and in general conformity with similar type and size entities within New York State, and, if required by State laws, worker's compensation insurance in amounts required by such State laws. Health Home shall, upon request of MCO, provide MCO with certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Health Home shall provide at least 30 days notice to MCO in advance of any material modification, cancellation or termination of its insurance.

5.2 Indemnification. Each party (an "Indemnifying Party") shall indemnify and hold harmless the other party, employees, agents and representatives (collectively the "Indemnified Party"), against any claim, demand, liability or expense incurred, which may result or arise out of any action by the Indemnifying Party, its employees, agents or representatives in the performance or omission of any act relating to this Agreement. Each party shall be responsible for his, her or its own actions and omissions that may relate to or arise from his, her or its duties and obligations under this Agreement.

Both Health Home and MCO understand and acknowledge that pursuant to State law, the Office of the Medicaid Inspector General (OMIG) and/or the Office of the Inspector General (OIG) may review and audit all contracts, claims, bills and other expenditures of medical assistance program funds to determine compliance. Both parties agree to indemnify and hold the other party harmless from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by or relating to OMIG and/or OIG against either party relating to the direct, negligent or wrongful actions of the MCO or Health Home or Health Home Services Providers.

ARTICLE VI - MISCELLANEOUS

6.1 Monitoring and Auditing. MCO shall monitor the performance of the Health Home and the Health Home Services Providers, including using appropriate financial, programmatic and oversight tools and measures. All such tools and measures used shall be shared with Health Home to facilitate and foster proactive on-going continuous improvement efforts. MCO and any government officials with oversight authority over the MCO, including but not limited to the NYSDOH and/or U.S. Department of Health and Human Services, shall have the right, during normal business hours and upon advance written notice, to monitor and evaluate, through inspection or other means, Health Home's performance under this Agreement, including but not limited to access to Members' medical records, encounter data and financial information. Health Home shall permit MCO and any government officials with oversight authority over the MCO to conduct site visits of the Health Home and Health Home Services Providers, upon prior notice, to verify the performance of Health Home Services and other services under this Agreement and that such services continue to comply with the terms and standards of the MCO and any NYSDOH standards. This provision shall survive the termination of this Agreement regardless of the reason.

6.2 Modifications and Amendments. Except as otherwise set forth in this Agreement, any amendments to this Agreement shall be in writing and signed by both parties. Amendments required due to changes in state law or regulation or as required by NYSDOH and implemented by MCO shall be unilaterally and automatically made upon thirty (30) days notice to Health

Home.

6.3 Assignment. This Agreement and the rights and obligations hereunder shall not be assigned, delegated or otherwise transferred by either party. Notwithstanding the foregoing, upon approval of NYSDOH, MCO may assign this Agreement, in whole or in part, to any purchaser of the assets or successor to the operations of MCO. The term “assign” or “assignment” includes a change of control of a party by merger, consolidation, transfer, or the sale of the majority or controlling stock or other ownership interest in such party. As such, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted assigns. Except for Health Home Services Providers, Health Home shall not subcontract or otherwise delegate its duties under this Agreement without the express written consent of MCO. Health Home shall require any MCO approved subcontract, including the Health Home Services Providers to abide by and adhere to this Agreement and will ensure this agreement is incorporated by reference into the subcontract. Health Home shall make available to MCO all subcontracts that provide for services under this Agreement.

6.4 Notification. All notices required or permitted under this Agreement must be in writing and sent by (a) hand delivery, (b) U.S. certified mail, postage prepaid, return receipt requested, or (c) overnight delivery service providing proof of receipt. Any such notice shall be deemed given: (i) when delivered, if delivered in person; (ii) four (4) calendar days after being delivered by U.S. mail, or (iii) one (1) business day, if being sent by overnight carrier. Notices shall be sent to the address listed on the Signature Page, otherwise each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or refusal to accept delivery. Routine day to day operational communications between the parties are not notices in accordance with this section.

6.5 Proprietary Information. In connection with this Agreement, MCO or its affiliates may disclose to Health Home, directly or indirectly, certain information that MCO or its affiliate have taken reasonable measures to maintain as confidential and which derives independent economic value from not being generally known or readily ascertainable by the public (“Proprietary Information”). Proprietary Information includes Member lists, the compensation provisions of this Agreement, and other information relating to MCO’s or its affiliates’ business that is not generally available to the public. Health Home shall, and shall require its Health Home Services Providers and subcontractors to, hold in confidence and not disclose any Proprietary Information and not use Proprietary Information except (1) as expressly permitted under this Agreement, or (2) as required by law or legal or regulatory process. Health Home shall, and shall require its Health Home Services Providers and subcontractors to, provide MCO with notice of any such disclosure required by law or legal or regulatory process so that MCO can seek an appropriate protective order. Health Home shall, and shall require its Health Home Services Providers and subcontractors to, disclose Proprietary Information only in order to perform their obligations under this Agreement, and only to persons who have agreed to maintain the confidentiality of the Proprietary Information. The requirements of this Agreement regarding Proprietary Information shall survive expiration or termination of this Agreement.

6.6 Dispute Resolution. MCO and Health Home agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.

a. Any dispute, other than a dispute regarding malpractice, fraud or abuse, or a failure of the parties to agree on a reimbursement amount between the parties regarding

the performance or interpretation of this Agreement shall be resolved, to the extent possible, by informal meeting or discussions between appropriate representatives of the parties.

b. In the event the parties are unable to resolve a dispute informally, the parties agree to submit the matter to binding arbitration before a single arbitrator acceptable to both parties, under the commercial rules of the American Health Lawyers Association (“AHLA”) then in effect. The parties agree to divide equally the AHLA’s administrative fee as well as the arbitrator’s fee, if any, unless otherwise apportioned by the arbitrator. The arbitrator shall not award punitive damages to either party. The arbitrator’s award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce such award.

c. Arbitration shall take place in the county in which the MCO does business unless otherwise agreed to by the parties.

d. The parties acknowledge that the Commissioner of NYSDOH is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and NYSDOH shall be given notice of all issues going to arbitration or mediation, and copies of all decisions.

6.7 Relationship of the Parties. No provision of this Agreement is intended to create, and none shall be deemed or construed to create, any relationship between MCO and Health Home other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of the Agreement. Neither party nor any of their respective employees shall be construed under this Agreement to be the partner, joint venture, agent, employer or representative of the other for any purpose, including, but not limited to, unemployment or Worker’s Compensation. In its capacity as an independent contractor, Health Home shall have sole responsibility for the payment of federal and state taxes..

6.8 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the covenants, conditions or provisions hereof shall be deemed or taken to be a waiver of any other covenant, condition or provision hereof or a waiver of any subsequent breach of the same covenant, condition or provision hereof.

6.9 Severability. When possible, each provision of this Agreement shall be interpreted in such manner as to be effective, valid and enforceable under applicable law. The provisions of this Agreement are severable, and, if any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable, in whole or in part, in any jurisdiction, said provision or part thereof shall, as to that jurisdiction be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

6.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts, except where Federal law applies, without regard to principles of conflict of laws. Each party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, trial by jury in any suit, action or proceeding arising hereunder. Notwithstanding anything in this Agreement,

either party may bring court proceedings to seek an injunction or other equitable relief to enforce any right, duty or obligation under this Agreement.

6.11 Third Parties. Except as otherwise provided in this Agreement, this Agreement is not a third party beneficiary contract and no provision of this Agreement is intended to create or may be construed to create any third party beneficiary rights in any third party, including any Member.

6.12 Non-Solicitation. For the term of this Agreement and for one year thereafter, Health Home shall not directly or indirectly solicit any Member to join a competing health plan or induce any Member to cease doing business with MCO.

6.13 Compliance with all Laws. The parties shall comply with all applicable federal and state laws and regulations and shall assist each other in such compliance. During the term of this Agreement, Health Home and Health Home Services Providers shall comply with all applicable federal and state laws and regulations relating to the provision of Health Home Services.

6.14 Entire Agreement. This Agreement and the attachments, each of which are made a part of and incorporated into this Agreement, comprises the complete agreement between the parties and supersedes all previous agreements and understandings, oral or in writing, related to the subject matter of this Agreement.

6.15 Names, Symbols and Service Marks. The parties shall not use each other's name, symbol, logo or service mark for any purpose without the other party's prior written approval. However, MCO shall be allowed to include Health Home, its name, address, telephone number, and other professional demographics (including such information for Health Home Services Providers), in MCO's directory of Participating Providers, such other listings, directories and publications, in any marketing or advertising materials, and MCO's Internet sites, to help promote MCO to potential Members. Health Home agrees that such listings are considered accurate if based upon the most recent information submitted to MCO by or on behalf of Health Home.

6.16 Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.17 Certification Against Lobbying. Health Home agrees, pursuant to 31 U.S.C. § 1352 and CFR Part 93, that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of Health Home for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Health Home agrees to complete and submit the "Certification Regarding Lobbying," form, if this Agreement exceeds \$100,000. If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, and payments to the Health Home under this Agreement exceed \$100,000, Health Home shall complete and submit, if required, Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

6.18 Fraud, Waste and Abuse Compliance and Reporting. Claims, data and other information submitted to MCO pursuant to this Agreement and used, directly or indirectly, for purposes of obtaining payments from the government under a Federal health care program, and payments that Health Home receives under this Agreement are, in whole or in part, from Federal funds. Accordingly, Health Home shall: (1) upon request of MCO, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to MCO pursuant to this Agreement is accurate, complete and truthful and Health Home; (2) not claim payment in any form, directly or indirectly, from a Federal health care program for items or services covered under this Agreement; (3) comply with laws designed to prevent or ameliorate fraud, waste, and abuse, including applicable provisions of Federal criminal law, the False Claims Act (31 USC §§ 3729 et. seq.), and the anti-kickback statute (section 1128B(b) of the Social Security Act); and (4) require it and its employees and its subcontractors and their employees (including Health Home Services Providers) to comply with MCO compliance program requirements, including MCO’s compliance training requirements, and to report to MCO any suspected fraud, waste, or abuse or criminal acts.

6.19 Ownership and Controlling Interest Requirements. Health Home shall comply with requirements for disclosure of ownership and control, business transactions, and information for persons convicted of crimes against Federal health care programs as described in 42 CFR part 455 subpart B (Program Integrity: Medicaid).

6.20 Ineligible Persons. Health Home warrants and represents, and shall cause each Health Home Services Provider to warrant and represent that, as of the Effective Date and throughout the term of the Agreement and the duration of post expiration or termination transition activities described in this Agreement, that none of its principal owners or any individual or entity it employs or has contracted with to carry out its part of this Agreement is an Ineligible Person. “Ineligible Person” means an individual or entity who (1) is currently excluded, debarred, suspended or otherwise ineligible to participate in (a) Federal health care programs, as may be identified in the List of Excluded Individuals/Entities maintained by the OIG, or (b) Federal procurement or nonprocurement programs, as may be identified in the Excluded Parties List System maintained by the General Services Administration, (2) has been convicted of a criminal offense subject to OIG’s mandatory exclusion authority for Federal health care programs as described in section 1128(a) of the Social Security Act, but has not yet been excluded, debarred or otherwise declared ineligible to participate in such programs, or (3) is currently excluded, debarred, suspended or otherwise ineligible to participate in State medical assistance programs, including Medicaid or CHIP, or State procurement or nonprocurement programs as determined by a State governmental authority.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, with the intent to be legally bound, have caused this Agreement to be duly executed and effective as of the Effective Date.

NAME OF MCO

NAME OF HEALTH HOME

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address:

Notice Address:

DRAFT

