

# Statewide Administrative Health Home Services Agreement

## Between Managed Long Term Care Partial Capitation Plan and/or Medicaid Advantage Plus Plan and Health Homes

- [Template](#) is also available in Portable Document Format

THIS HEALTH HOME SERVICES AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_ (a Managed Long Term Care Partial Capitation Plan (MLTCP Plan)" and/or Medicaid Advantage Plus Plan (MAP Plan) and \_\_\_\_\_ [Insert Name of Health Home] ("Health Home"). This agreement is to establish roles and responsibilities between the MLTCP and/or MAP Plan and Health Homes for the provision of care management services. Health Homes are permitted to have separate, unique Agreements with the same Plan to differentiate their roles and responsibilities for each MLTCP and MAP product line.

WHEREAS, MLTCP and/or MAP Plan offers those long term care services and supports as set forth on Appendix A ("MLTCP Plan Benefit Package") or Appendix B ("MAP Plan Benefit Package"), respectively, and seeks to engage Health Homes to provide Health Home Services for Members of such plans;

WHEREAS, Health Homes is an entity 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 by Health Homes;

WHEREAS, MLTCP and/or MAP Plan and Health Homes desire to enter into this Agreement whereby Health Homes will provide or arrange for the provision of care management services for Health Home Participants, enrolled in the MLTCP and/or MAP Plan. There will be no exchange of compensation between the Health Home and MLTCP and/or MAP Plan;

WHEREAS, nothing in this agreement shall compel the MLTCP and/or MAP Plan to be responsible, financially or otherwise, for any services outside of the scope of the

benefits listed on Appendix A and/or Appendix B, respectively, and the sole purpose of this agreement is to provide for the coordination of care management services between the MLTCP and/or MAP Plan and the Health Homes;

WHEREAS, nothing in this agreement shall alter the current policies and procedures in place between the Health Homes and Mainstream Managed Care Organizations; and

WHEREAS, nothing in this agreement shall alter the current policies and procedures in place between the Health Homes and MLTCP and/or MAP Plans regarding class members in the consolidated matters of U.S. v. State of New York, 13-CV-4165 (NGG) and O'Toole v. Cuomo, 13-CV-4166 (NGG) (E.D.N.Y.) ("U.S. v. State of New York"). These class members will transition out of Department of Health Adult Home residences into community housing including Office of Mental Health housing and participate in Health Home and be enrolled in MLTCP or MAP plans.

NOW THEREFORE, the parties agree as follows:

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## ARTICLE I - DEFINITIONS

**"And/or"** means the Health Home has a contract with both a Managed Long Term Care Partial Capitation (MLTCP) Plan AND a Medicaid Advantage Plus (MAP) Plan OR the Health Home has contract with only a MLTCP or a MAP Plan but not both.

**"Assignment" and "Re-Assignment"** means the process by which a Medicaid Member is assigned to a Health Home.

**"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 and safety 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 Medicaid Member's membership in the MLTCP or MAP Plan begins.

**"Health Home Candidate"** means a Medicaid Member who is eligible to become a Health Home Participant but has not yet enrolled in Health Home program.

**"Health Home Participant"** means a Health Home Candidate who is enrolled in a Health Home and receives care management services by the Health Home as defined below under "Health Home Services."

**"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 Services Provider"** means a provider of Health Home Services that has a contractual relationship with a Health Home as a direct employee of the Health Home or a subcontractor.

**"Member"** means an individual enrolled in an MLTCP and/or MAP Plan.

**"NYSDOH"** means the New York State Department of Health.

**"Provider Network"** is the group of Participating Providers that provides MLTCP and/or MAP members with clinical and/or related services pursuant to the MLTCP and/or MAP Plan's in-network benefit package.

**"Participating Provider"** means a provider of clinical and/or related services that is credentialed by the MLTCP and/or MAP Plan or its designee, if applicable, and has

contracted with the MLTCP and/or MAP Plan to render such services to Members as a participant in the MLTCP and/or MAP Plan's Provider Network.

## **ARTICLE II - HEALTH HOME and MLTCP and/or MAP Plan RESPONSIBILITIES**

2.1 The Health Homes and MLTCP and/or MAP Plan shall be obligated to perform all of the responsibilities contained in this Agreement and shall ensure that all subcontractors carrying out these duties on behalf of Health Homes or MLTCP and/or MAP Plan, comply with the terms of this Agreement.

### *2.2 Scope of Health Homes and MLTCP and/or MAP Plan Services.*

- a. The Health Homes will provide comprehensive and timely high quality services which include the six (6) core services as specified under Article I "Health Home Services" above.
- b. The Health Homes will provide outreach, contact and engagement services to Health Home candidates, including securing a signed NYSDOH approved "Health Home Consent Form" from those Health Home Candidates choosing to enroll in Health Home for care management services in order for Health Homes to share member's medical records, encounter data and other health information with MLTCP and/or MAP Plan, Health Home Services Providers and NYSDOH, as applicable and appropriate to coordinate care.
- c. The Health Homes and MLTCP and/or MAP Plan will each conduct a comprehensive assessment. The MLTCP and/or MAP Plan's assessment will be conducted with respect to the MLTCP and/or MAP Plan Benefit Package, Appendix A or Appendix B, respectively. The Health Home's assessment will include appropriate services within the Health Home network.
- d. The Health Homes and MLTCP and/or MAP Plan will coordinate and collaborate on care management.
  - o The MLTCP will provide care management for services included in the MLTCP Benefit Package Appendix A and as may be updated and amended. Such Appendix A and any amendments thereto are incorporated herein by reference and made a part hereof.
  - o The Health Homes will provide care management primarily for behavioral health services and other services not covered by MLTCP Plan's Benefit Package (See Appendix A).
  - o The plan of care will be collaborative between the MLTCP and the Health Home without service duplication.

- o The MAP plan, which carved-in behavioral health services into the benefit package on January 1, 2023, will coordinate and collaborate care management in close alignment with Health Homes, , including both covered and not covered services, in the MAP Plan's Benefit Package (See Appendix B). Services cannot be duplicative.
- e. Health Homes may share their components of the plan of care with the MLTCP and/or MAP Plans via the NYS DOH Medicaid Analytics Provider Portal Health Home Tracking System MAPP/HHTS.
- f. The Health Homes and MLTCP and/or MAP Plan must develop processes for information sharing and for communicating changes in participant status. Preference is to be given to processes that leverage existing data-sharing mechanisms such as, but not limited to, the MAPP portal/Health Home Tracking System (HHTS).
- g. The Health Homes and MLTCP and/or MAP Plan will coordinate care while adhering to the existing policies, procedures, and protocols of the respective Health Homes and the MLTCP and/or MAP Plan..
- h. The Health Homes and MLTCP and/or MAP Plan must have a clear understanding of which party holds service authorization responsibility, consistent with the current contract requirements and policies and procedures of the Health Homes and the MLTCP and/or MAP Plan.
- i. The Health Homes and MLTCP and/or MAP Plan must develop a process for dispute resolution.
- j. The Health Homes and MLTCP and/or MAP Plan must develop processes for ensuring that quality standards are met, for sharing data between the Health Homes and MLTCP and/ or MAP Plan, and reporting requirements must be developed between the Health Homes and the MLTCP and/or MAP Plan.
- k. The Health Homes and MLTCP and/ or MAP Plan must develop a process for the resolution of Grievances and Appeals, consistent with the MLTCP and/or MAP Plan's requirements and the requirements of its contract with NYSDOH and MLTCP and/or MAP Plan policies and procedures.
- l. Health Homes and MLTCP and/or MAP Plan shall systematically and timely communicate with each other including service providers regarding their member's status as it relates to clinical care and other community services.
- m. Health Homes and MLTCP and/or MAP plans must complete the member data Confidentiality Attestation and submit to the Division of Security and Privacy.

*2.3 Representations and Warranties.* The Health Home is a duly organized, validly existing organization in good standing, designated by NYSDOH as a Health Home.

MLTCP and/or MAP Plan is a duly organized, validly existing organization in good standing, certified by NYSDOH as a Managed Long Term Care Plan. Health Homes and MLTCP and/or MAP Plan have the authority to execute and deliver this Agreement and to perform the services under this Agreement. Health Homes and MLTCP and/or MAP Plan agree they are 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, and all confidentiality provisions contained in the contract between the MLTCP and/or MAP Plan and the State.

*2.4 Quality, Data and Reporting Requirements.* The Health Homes and MLTCP and/or MAP Plan must develop processes for ensuring that respective quality standards are met, for sharing data between the Health Homes and MLTCP and/or MAP Plan, and reporting requirements must be developed between the Health Homes and the MLTCP and/or MAP Plan.

*2.5 Maintenance of Records.* Health Homes and MLTCP and/or MAP Plan must develop guidelines for respective record-keeping, including the time duration during which member records must be maintained and systems used to maintain this info. Health Homes and MLTCP and/or MAP Plans shall require Health Homes and MLTCP and/or MAP Plan Service Providers and Participating 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 majority or six (6) years after the date of service, whichever is later, or such longer period as required by law, regulation or the contract between the MLTCP and/or MAP Plan and NYSDOH. This provision shall survive the termination of this Agreement regardless of the reason.

*2.6 Non-discrimination.* Health Homes and MLTCP and/or MAP Plan shall ensure that Service Providers do not discriminate against any Member based on color, race, creed, age, gender, sexual orientation, disability, place of origin or source of payment or type of illness or condition. Health Home and MLTCP and/or MAP Plan shall, and shall require Service Providers, to comply with the Federal Americans with Disabilities Act (ADA).

*2.7 Confidentiality.* Health Homes and MLTCP and/or MAP Plan and service providers shall 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 Managed Long Term Care Partial Capitation contract or Medicaid Advantage Plus contract between the MLTCP and/or MAP Plan and NYSDOH. The parties acknowledge that Health Homes is a business associate of MLTCP and/or MAP Plan and agree to enter into a Business Associate Agreement, which shall be binding upon the parties to this Agreement.

*2.8 Eligibility Verification.* Health Homes and MLTCP and/or MAP Plan shall use currently established mechanisms to confirm a Member's eligibility in Health Homes and MLTCP and/or MAP Plan prior to furnishing any Service.

## **ARTICLE III TERM AND TERMINATION**

*3.1 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 term; (a) so long as the Health Home continues to be approved by NYSDOH as a designated Health Home; (b) so long as the MLTCP and/or MAP Plan continues to be approved by NYSDOH as an MLTCP and/or MAP Plan; (c) unless otherwise terminated as provided for in this Agreement; or (d) either party gives sixty (60) days advance written notice prior to the renewal date.

*3.2 Termination for Cause.* Either party (Health Home or MLTCP and/or MAP Plan) shall have the right to terminate this Agreement upon sixty (60) days written notice, or such earlier time period, if warranted, if the other party: (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 and requirements; and/or (c) fails to comply with the existing protocols; (3) loses its certification or designation ; (4) is excluded, suspended or barred from participating in any government health care program; (5) fails to maintain liability insurance, as required; or (6) 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.

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

*3.4 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 NYSDOH for approval or, alternatively, to terminate this Agreement, if so-directed by NYSDOH, effective (60) days subsequent to such notice.

*3.5 Obligations Post Termination.* Upon termination, both parties shall: (1) assist in effecting an orderly transfer of services and obligations to another entity to which Members have enrolled to prevent any disruption in services to such Members; (2) provide remaining entity (Health Home or MLTCP and/or MAP Plan) 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 IV - INSURANCE AND INDEMNIFICATION**

*4.1 Insurance.* Health Homes/MLTCP and/or MAP Plan 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 Homes/MLTCP and/or MAP Plan, 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 (State), and, if required by State laws, worker's compensation insurance in amounts required by such State laws. Health Homes/MLTCP and/or MAP Plan shall, upon request of NYSDOH, be able to provide certificates of insurance or other evidence of coverage reflecting satisfaction of the foregoing requirements of this paragraph. Health Homes/MLTCP and/or MAP Plan shall provide at least 30 days' notice to NYSDOH in advance of any material modification, cancellation or termination of its insurance.

*4.2 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 their duties and obligations under this Agreement.

Both Health Homes and MLTCP and/or MAP Plan 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 MLTCP and/or MAP Plan or Health Home or Health Home Services Providers.

## **ARTICLE V - MISCELLANEOUS**

*5.1 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 MLTCP and/or MAP Plan shall be unilaterally and automatically made upon thirty (30) days' notice to Health Homes.

*5.2 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, MLTCP and/or MAP Plan may assign this Agreement, in whole or in part, to any purchaser of the assets or successor to the operations of MLTCP and/or MAP Plan. 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 Homes shall not subcontract or otherwise delegate its duties under this Agreement without the express written consent of MLTCP and/or MAP Plan. Health Homes shall require any MLTCP and/or MAP Plan 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 Homes shall make available to MLTCP and/or MAP Plan all subcontracts that provide for services under this Agreement.

*5.3 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, alternately 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.

*5.4 Proprietary Information.* In connection with this Agreement, one Party or its affiliates may disclose to the other Party, directly or indirectly, certain information that the Health Homes/MLTCP and/or MAP Plan or its respective 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, and other information relating to the Parties or their affiliates' business that is not generally available to the public. The Parties shall, and shall require each Party's 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. Each Party shall, and shall require its subcontractors to, provide the other Party with notice of any such disclosure required by law or legal or regulatory process so that the disclosing Party can seek an appropriate protective order. Each Party shall, and shall require its 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.

*5.5 Dispute Resolution.* MLTCP and/or MAP Plan and Health Homes 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, or fraud or abuse 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 final and 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 both Parties do 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.

*5.6 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 MLTCP and/or MAP Plan and Health Homes other than that of independent entities entering into agreement 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.

*5.7 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.

*5.8 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.

5.9 *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.

5.10 *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.

5.11 *Non-Solicitation.* For the term of this Agreement and for one year thereafter, Health Homes shall not directly or indirectly solicit any Member to join a competing health plan or induce any Member to cease doing business with MLTCP and/or MAP Plan.

5.12 *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, MLTCP and/or MAP Plan and Health Homes and MLTCP and/or MAP Plan and Health Home Service Providers shall comply with all applicable federal and state laws and regulations relating to the provision of MLTCP and/or MAP Plan and Health Home Services.

5.13 *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.

5.14 *Names, Symbols and Service Marks.* The parties shall not use each other's name, symbol, logo or service mark for any purpose.

5.15 *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.

5.16 *Certification Against Lobbying.* Health Homes 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 Homes 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 Homes shall complete and submit, if required, Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

*5.17 Fraud, Waste and Abuse Compliance and Reporting.* Claims, data, and other information submitted to MLTCP and/or MAP Plan 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 Homes receives under this Agreement are, in whole or in part, from Federal funds. Accordingly, Health Homes shall: (1) upon request of MLTCP and/or MAP Plan, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to MLTCP and/ or MAP Plan pursuant to this Agreement is accurate, complete and truthful and Health Homes; (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 MLTCP and/or MAP Plan compliance program requirements, including MLTCP and/or MAP Plan's compliance training requirements, and to report to MLTCP and/or MAP Plan any suspected fraud, waste, or abuse or criminal acts.

5.18 *Ownership and Controlling Interest Requirements.* Health Homes and MLTCP and/or MAP Plan 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).

5.19 *Ineligible Persons.* Health Homes and MLTCP and/or MAP Plan warrants and represents and shall cause each Health Home and MLTCP and/or MAP Plan Service 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 non-procurement 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 non-procurement 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 MLTCP and/or MAP Plan**

**NAME OF HEALTH HOME**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

MLTCP or MAP Plan Notice Address:

Health Home Notice Address:

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