

**Statewide Administrative Health Home Services Agreement  
Between Managed Long Term Care Plan and Health Homes**

THIS HEALTH HOME SERVICES AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (a Managed Long Term Care Plan “MLTC Plan”) and [Insert Name of Health Home] (“Health Home”). This agreement is to establish roles and responsibilities between the Managed Long Term Care Plan and Health Homes for the provision of care management service.

WHEREAS, MLTC Plan offers those long term care services and supports as set forth on **Appendix A** (“MLTC Plan Benefit Package”) 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, MLTC 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 MLTC Plan. There will be no exchange of compensation between the Health Home and MLTC Plan;

WHEREAS, nothing in this agreement shall compel the MLTC Plan to be responsible, financially or otherwise, for any services outside of the scope of the benefits listed on Appendix A and the sole purpose of this agreement is to provide for the coordination of care management services between the MLTC 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 MLTC 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”).

NOW THEREFORE, the parties agree as follows:

## ARTICLE I - DEFINITIONS

**“Assignment” and “Re-Assignment”** means the process by which a 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 Member’s membership in the MLTC Plan 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 enrolled to 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 MLTC Plan.

**“Health Home Member”** means an individual who has formally enrolled in a Health Home and is receiving care coordination services and has consented to allow the exchange of protected health information data between the Health Home and the member’s selected partner network.

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

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

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

## **ARTICLE II - HEALTH HOME and MLTC Plan RESPONSIBILITIES**

2.1 The Health Homes and MLTC 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 MLTC Plan, comply with the terms of this Agreement.

### 2.2 Scope of Health Homes and MLTC Plan Services.

- a. The Health Homes will provide comprehensive and timely high quality services which include the six (6) core services as specified under “Health Home Services”;
- 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 MLTC Plan, Health Home Services Providers and NYSDOH, as applicable and appropriate to coordinate care;
- c. The Health Homes and MLTC Plan will each conduct a comprehensive assessment. The MLTC Plan’s assessment will be conducted with respect to the MLTC Plan Benefit Package. The Health Home’s assessment will include appropriate services within the HH network.
- d. The Health Homes and MLTC Plan will coordinate and collaborate on care management.
  - The MLTC Plan will provide care management for services included in the MLTC Plan Benefit Package attached as Appendix A and as may be amended. Such Appendix A and any amendments thereto are incorporated herein by reference and made a part hereof.
  - The Health Homes will provide care management primarily for behavioral health services and other services not covered by MLTC Partial Plan (See **Appendix A**)

- e. The Health Homes and MLTC Plan will develop a collaborative plan of care.
  - The MLTC Plan primarily will be responsible for the component of the plan of care pertaining to services included in the MLTC Plan Benefit Package.
  - The Health Homes primarily will be responsible for the component of the plan of care pertaining to services not included in the MLTC Plan Benefit Package.
  - The Health Homes and MLTC Plan will work collaboratively together to develop one comprehensive plan of care whereby services will not be duplicated.
- f. The Health Homes and MLTC Plan must develop processes for information sharing and for communicating changes in participant status.
- g. The Health Homes and MLTC Plan will coordinate care while adhering to the existing policies, procedures and protocols of the respective Health Homes and the MLTC Plan. The Health Homes will follow existing policies, procedures and protocols in place between the Health Homes and the Mainstream Managed Care Plan.
- h. The Health Homes and MLTC 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 MLTC Plan.
- i. The Health Homes and MLTC Plan must develop a process for dispute resolution.
- j. The Health Homes and MLTC Plan must develop processes for ensuring that quality standards are met, for sharing data between the Health Homes and MLTC Plan, and reporting requirements must be developed between the Health Homes and the MLTC Plan.
- k. The Health Homes and MLTC Plan must develop a process for the resolution of Grievances and Appeals, consistent with the MLTC Plan's requirements and the requirements of its contract with NYSDOH and MLTC Plan policies and procedures.
- l. Health Homes and MLTC 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.

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. MLTC Plan is a duly organized, validly existing organization in good standing, certified by NYSDOH as a Managed Long Term Care Plan. Health Homes and MLTC Plan have the authority to execute and deliver this Agreement and to perform the services under this Agreement. Health Homes and MLTC 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 MLTC Plan and the State.

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

2.5 Maintenance of Records. Health Homes and MLTC 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 MLTC Plan shall and shall require Health Homes and MLTC 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 MLTC Plan and NYSDOH. This provision shall survive the termination of this Agreement regardless of the reason.

2.6 Non-discrimination. Health Homes and MLTC Plan shall not, and shall ensure that Service Providers do not discriminate against any Members 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 MLTC Plan shall, and shall require Service Providers to comply with the Federal Americans with Disabilities Act (ADA).

2.7 Confidentiality. Health Homes and MLTC 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 between the MLTC Plan and NYSDOH. The parties acknowledge that Health Homes is a business associate of MLTC 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 MLTC Plan shall use currently established mechanisms to confirm a Member's eligibility in Health Homes and MLTC Plan prior to furnishing any Services.

### **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 terms; (a) so long as the Health Homes continues to be approved by NYSDOH as a designated Health Home; (b) so long as the MLTC Plan continues to be approved by NYSDOH as an MLTC 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 MLTC Plan) shall have the right to terminate this Agreement upon 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 sixty (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 MLTC 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/MLTC 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/MLTC 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, and, if required by State laws, worker's compensation insurance in amounts required by such State laws. Health Homes/MLTC 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/MLTC 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 his, her or its duties and obligations under this Agreement.

Both Health Homes and MLTC 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 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 MLTC 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, MLTC Plan may assign this Agreement, in whole or in part, to any purchaser of the assets or successor to the operations of MLTC 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 MLTC Plan. Health Homes shall require any MLTC 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 MLTC 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, 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.

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/MLTC 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. MLTC 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 MLTC 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 MLTC 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, MLTC Plan and Health Homes and MLTC Plan and Health Home Service Providers shall comply with all applicable federal and state laws and regulations relating to the provision of MLTC 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 MLTC 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 MLTC Plan, certify, based on its best knowledge, information and belief, that all data and other information directly or indirectly reported or submitted to MLTC 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 MLTC Plan compliance program requirements, including MLTC Plan’s compliance training requirements, and to report to MLTC Plan any suspected fraud, waste, or abuse or criminal acts.

5.18 Ownership and Controlling Interest Requirements. Health Homes and MLTC 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 MLTC Plan warrants and represents, and shall cause each Health Home and MLTC 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 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 MLTC Plan**

**NAME OF HEALTH HOME**

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

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

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

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

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

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

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

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

Notice Address:

Notice Address:

**Administrative Services Agreement Between  
Managed Long Term Care Plan and Health Homes  
APPENDIX A**

<b>Managed Long Term Care Plan Covered Services (Covered by the Capitation <sup>1,2</sup>, Services Provided as Medically Necessary)</b>	<b>Check Needed Services</b>	<b>Managed Long Term Care Plan Non-Covered Services (Excluded From The Capitation; Can Be Billed Fee-For-Service)</b>	<b>Check Needed Services</b>
Nursing Home Care	<input type="checkbox"/>	Inpatient Hospital Services	<input type="checkbox"/>
Home Care a. Nursing <input type="checkbox"/> b. Home Health Aide <input type="checkbox"/> c. Physical Therapy (PT) <input type="checkbox"/> d. Speech Pathology (OT) <input type="checkbox"/> e. Medical Social Services <input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Adult Day Health Care	<input type="checkbox"/>	Outpatient Hospital Services	<input type="checkbox"/>
Personal Care	<input type="checkbox"/>	Physician Services including services provided in an office setting, a clinic, a facility, or in the home. <sup>3</sup>	<input type="checkbox"/>
DME, including Medical/Surgical Supplies*, Enteral and Parenteral Formula#, and Hearing Aid Batteries, Prosthetics, Orthotics and Orthopedic Footwear**	<input type="checkbox"/>	Laboratory Services	<input type="checkbox"/>
Personal Emergency Response System	<input type="checkbox"/>	Radiology and Radioisotope Services	<input type="checkbox"/>
Non-emergent Transportation	<input type="checkbox"/>	Emergency Transportation	<input type="checkbox"/>
Podiatry	<input type="checkbox"/>	Rural Health Clinic Services	<input type="checkbox"/>
Dentistry	<input type="checkbox"/>	Chronic Renal Dialysis	<input type="checkbox"/>
Optometry/Eyeglasses	<input type="checkbox"/>	Mental Health Services	<input type="checkbox"/>
PT, OT, SP or other therapies provided in a setting other than a home. Limited to 20 visits of each therapy type per calendar year, except for children under 21 and the developmentally disabled. MLTC Plan may authorize additional visits.	<input type="checkbox"/>	Alcohol and Substance Abuse Services	<input type="checkbox"/>
Audiology/Hearing Aids	<input type="checkbox"/>	OPWDD Services	<input type="checkbox"/>
Respiratory Therapy	<input type="checkbox"/>	Family Planning Services	<input type="checkbox"/>

Nutrition	<input type="checkbox"/>	Prescription and Non-Prescription Drugs, Compounded Prescriptions	<input type="checkbox"/>
Private Duty Nursing	<input type="checkbox"/>	Assisted Living Program	<input type="checkbox"/>
Private Duty Nursing	<input type="checkbox"/>	All other services listed in the Title XIX State Plan:	<input type="checkbox"/>
Consumer Directed Personal Assistance Services	<input type="checkbox"/>		
Home Delivered or Congregate Meals	<input type="checkbox"/>		
Social Day Care	<input type="checkbox"/>		
Social and Environmental Supports	<input type="checkbox"/>		

<sup>1</sup> The capitation payment includes applicable Medicare coinsurance and deductibles for benefit package services

<sup>2</sup> Any of the services listed in this column, when provided in a diagnostic and treatment center, would be included in and covered by the capitation payment.

<sup>3</sup> Includes nurse practitioners and physician assistants acting as “physician extenders”.

# Enteral formula limited to nasogastric, jejunostomy, or gastrostomy tube feeding; or treatment of an inborn error of metabolism

\*\* Prescription footwear and inserts are limited to use in conjunction with a lower limb orthotic brace, as part of a diabetic treatment plan, or if there are foot complication in children under age 21.