

STATE MEDICAID AGENCY CONTRACT

BETWEEN

[PLAN NAME]

AND

NEW YORK STATE DEPARTMENT OF HEALTH

This AGREEMENT (“Agreement”) is made and entered into as of the 1st day of January 2022 (the “Effective Date”) by and between the New York State Department of Health (“SDOH”) and [PLAN NAME] (“Health Plan”). Health Plan and SDOH collectively are referred to herein as the “Parties,” and each individually as a “Party.”

RECITALS

WHEREAS, Health Plan contracts with the Centers for Medicare & Medicaid Services, U.S Department of Health and Human Services (“CMS”) to sponsor a Medicare Advantage (“MA”) Plan under Title XVIII of the Social Security Act, including one or more Dual-Eligible Medicare Advantage Special Needs Plan(s) (“D-SNP”) that arranges for the provision of Medicare services for individuals who are dually-eligible for both Medicare and at least some Medicaid benefits pursuant to Titles XVIII and XIX of the Social Security Act;

WHEREAS, Health Plan sponsors D-SNP(s) in the State of New York and enrolls residents of New York who are eligible for Medicare benefits, eligible for Medicaid pursuant to New York’s Medicaid Plan as administered by SDOH (“Dual Eligible Beneficiaries”), and eligible to enroll in the D-SNP;

WHEREAS, the Medicare Improvements for Patients and Providers Act of 2008 and its implementing regulations issued by CMS require that Health Plan enter into an agreement with SDOH to coordinate benefits and/or services for members of Health Plan’s D-SNP(s) within the State of New York;

WHEREAS, the Bipartisan Budget Act of 2018 and its implementing regulations issued by CMS further defines a D-SNP to include Fully Integrated D-SNPs (“FIDE D-SNP”) and Highly Integrated D-SNPs (“HIDE D-SNP”) and impose certain rules and requirements to these plan types;

WHEREAS, Health Plan and SDOH desire to enter into an arrangement regarding the provision of such benefits by Health Plan’s D-SNP(s) within the State of New York in an effort to improve and expand the integration and coordination of such benefits, better educate Dual Eligible Beneficiaries into New York’s D-SNP products, and thereby improve the quality of care to Dual Eligible Beneficiaries by coordinating care and reducing the costs and administrative burden.

NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

- A. “Coinsurance” is the percentage of the total amount of the cost of medical services for which an individual normally would be financially responsible pursuant to his or her Medicare coverage.
- B. “Co-payment” is that portion of the total cost of covered services for which an individual normally would be financially responsible pursuant to his or her Medicare coverage.
- C. “Cost-Sharing” means the portion of the cost of covered services for which an individual normally would be financially responsible pursuant to his or her Medicare coverage. Cost-Sharing includes: Deductibles, Coinsurance, and Co-payments.
- D. “Cost-Sharing Obligations” mean those financial payment obligations to be paid by SDOH in satisfaction of Deductibles, Coinsurance, and Co-payments for Medicare Part A and Medicare Part B services with respect to certain Dual Eligible Beneficiaries and as defined for certain Dual Eligible Beneficiaries with full Medicaid benefits, as defined in New York’s Medicaid Plan. Such financial payment obligations shall not include premiums or Cost-Sharing relating to Medicare Part D benefits.
- E. “Deductible” means the fixed dollar amount for which an individual would normally be financially responsible pursuant to his or her Medicare coverage before the costs of services are covered.
- F. “Dual-Eligible Medicare Advantage Special Needs Plan(s)” or “D-SNP” as defined in 42 CFR § 422.2, means a specialized Medicare Advantage Plan for special needs individuals who are entitled to medical assistance under a State plan under title XIX of the Act that (1) coordinates the delivery of Medicare and Medicaid services for individuals who are eligible for such services; (2) may provide coverage of Medicaid services, including long-term services and supports and behavioral health services for individuals eligible for such services; (3) has a contract with SDOH consistent with 42 CFR § 422.107 that meets the minimum requirements in paragraph (c) of such section; and (4) beginning January 1, 2021, satisfies one or more of the following criteria for the integration of Medicare and Medicaid benefits: (i) meets the additional requirement specified in 42 CFR § 422.107(d) in its contract with SDOH; (ii) is a Highly Integrated Dual Eligible Special Needs Plan; (iii) is a Fully Integrated Dual Eligible Special Needs Plan.
- G. “Dual Eligible Beneficiary” or “Dual Eligible Beneficiaries” or “Dual Eligibles” are those categories of individuals indicated in Attachment A that are eligible for Medicare benefits as

well as for Medicaid under the New York’s Medicaid Plan. Medicaid may include coverage of medical services, assistance in paying Medicare Part A and/or Part B premiums, and Cost-Sharing Obligations for Medicare-covered services.

- H. “Exclusively Aligned” shall mean a D-SNP enrolling only full benefit Dual-Eligible Beneficiaries who are also enrolled in an Integrated Medicaid Product offered by SDOH, including but not limited to Medicaid Advantage Plus (“MAP”), that is offered by the Medicare Advantage Organization, its parent organization (directly or indirectly), or another entity owned and controlled by its parent organization.
- I. “Fee-for-Service” means that the State pays a doctor, other healthcare professional or hospital directly for each service that is provided to a Medicaid enrollee.
- J. “Fully Integrated Dual Eligible Special Needs Plan” or “FIDE SNP” means a D-SNP (1) that provides Dual-Eligible Beneficiaries access to Medicare and Medicaid benefits under a single entity that holds both a Medicare Advantage contract with CMS and a Medicaid managed care organization contract under section 1903(m) of the Social Security Act with SDOH; (2) whose capitated contract with SDOH provides coverage, consistent with SDOH policy, of specified primary care, acute care, behavioral health, and long-term services and supports, and provides coverage of nursing facility services for a period of at least 180 days during the plan year; (3) that coordinates the delivery of covered Medicare and Medicaid services using aligned care management and specialty care network methods for high-risk beneficiaries; and (4) that employs policies and procedures approved by CMS and SDOH to coordinate or integrate beneficiary communication materials, enrollment, communications, grievance and appeals, and quality improvement; and (5) has received CMS designation as a FIDE SNP.
- K. “Highly Integrated Dual Eligible Special Needs Plan” or “HIDE SNP” means a D-SNP offered by a Medicare Advantage organization that provides coverage, consistent with SDOH policy, of long-term services and supports, behavioral health services, or both, under a capitated contract that meets one of the following arrangements: (1) the capitated contract is between the Medicare Advantage organization and SDOH; or (2) the capitated contract is between the Medicare Advantage organization’s parent organization (or another entity that is owned and controlled by its parent organization) and SDOH; and (3) has received CMS designation as a HIDE SNP.
- L. “Integrated Benefits for Dually Eligible Enrollees Program or “IB-Dual” means a program that provides Medicaid and Medicare services for Dual Eligibles enrolled in Mainstream or HARP and also enrolled in an aligned D-SNP of the same organization.
- M. “Integrated Medicaid Product” means a plan that provides and/or arranges coverage of Medicare and Medicaid services for Dual Eligible Beneficiaries contracted through CMS-approved D-SNP and a companion Medicaid plan offered by SDOH, including but not

limited to Medicaid Advantage and Medicaid Advantage Plus.

- N. “MA Contract” means the contract between Health Plan and CMS pursuant to which Health Plan sponsors Medicare Advantage.
- O. “Medicaid Benefits” means those items and services that are (i) covered by New York’s Medicaid Plan for certain individuals identified in Attachment A, (ii) not eligible for coverage as basic benefits under the Medicare Program, and (iii) not covered by Health Plan’s D-SNP(s) as a Supplemental Benefit.
- P. “Medicaid Managed Care” refers to one or all of the following health care plans authorized and contracted by New York to manage a specified benefit package of Medicaid benefits for a defined group of eligible enrollees: Mainstream Managed Care Plan (MMCP), Health and Recovery Plan (HARP), Medicaid Advantage Plus (MAP), Medicaid Advantage, or Managed Long Term Care Partial Capitation (MLTCP).
- Q. “Medicare Laws” means any and all laws, rules, regulations, statutes, orders and standards, instructions and guidance applicable to the Medicare Advantage Program and Medicare Advantage Organizations, as the term is defined in 42 CFR § 422.4, including Health Plan in its capacity as the sponsor of Health Plan’s D-SNP(s).
- R. “Medicaid Advantage Plan Integrated Appeals and Grievances Demonstration” means a Federal-State partnership established by CMS and SDOH to implement a demonstration that integrates appeals and grievance processes for MAP plans and FIDE SNPs with exclusively aligned enrollment participating in the MAP program sponsored by the same offeror. The demonstration began January 1, 2020 and will continue until December 31, 2023.
- S. “Medicare Advantage Premium” means the amount Medicare Advantage plans may charge a Member for mandatory benefits and/or optional Supplemental Benefits beyond basic Medicare services.
- T. “Member” shall mean an individual eligible to enroll in, and who has enrolled in, Health Plan’s D-SNP.
- U. “Model of Care” shall mean the program designed by Health Plan and approved by CMS to meet the specialized needs of a Dual Eligible population that includes (i) an appropriate network of providers and specialists available through Health Plan’s D-SNP, and (ii) care management services, which include assessment, individualized plan of care and interdisciplinary team.
- V. “Partial Dual Eligible” beneficiary means those categories of individuals indicated in Attachment A that are eligible for Medicare benefits as well as Medicaid coverage of

assistance in paying Medicare Part A and/or Part B premiums, and Cost-Sharing Obligations for Medicare-covered services.

- W. “Premium” shall mean the amount SDOH pays for Medicare Part A and/or Part B on behalf of certain Dual Eligible beneficiaries pursuant to Section 1905 of the Social Security Act.
- X. “Service Area” means the counties identified in Attachment B in which Health Plan’s D-SNP(s) operate(s) pursuant to Health Plan’s MA Contract and certificate of authority issued by SDOH.
- Y. “Subcontract” shall mean an agreement between Health Plan and a third-party under which the third-party agrees to accept payment for providing services to Health Plan’s members.
- Z. “Subcontractor” shall mean a third party with which Health Plan has an agreement.
- AA. “Supplemental Benefit” means Medicare Advantage D-SNP benefits beyond basic Medicare Part A and Part B services described in 42 CFR § 422.101, including limits on out-of-pocket spending, reduction in premiums, or optional healthcare services.

II. HEALTH PLAN RESPONSIBILITIES

- A. Coordination of Benefits (CMS SMAC Citation 5.11.1). Health Plan is responsible for coordinating the delivery of all benefits covered by both Medicare and New York’s Medicaid Plan as administered by SDOH. Health Plan is further responsible for coordinating care of all of its Members with other managed care organizations as applicable. In furtherance of these obligations, Health Plan will specifically:
 - 1. Identify for its Members the benefits they may be eligible for under New York’s Medicaid Plan that are not covered by the D-SNP;
 - 2. Assist in the coordination and access to needed Medicaid services, and arrange for the provision of such Medicaid services, to its Members by identifying participating Medicaid providers in the D-SNP’s provider network; and
 - 3. Develop and apply care coordination policies describing services Health Plan will provide or arrange, including, without limitation, care management, disease management, and discharge planning.
- B. Plan Management. Health Plan agrees to administer D-SNP and provide coordinated care and benefits for dual eligible members per the terms as described.
 - 1. Medicare Benefits. Health Plan shall provide to its Members the benefits set out in

Health Plan's D-SNP benefit package, including basic benefits and Supplemental Benefits, pursuant to Health Plan's MA Contract and applicable Medicare Law.

2. Compliance with Medicare Laws. Health Plan's administration of Health Plan's D-SNP(s), including, without limitation, plan benefit package design, provider network adequacy, provider credentialing, utilization management programs, quality improvement programs, and payment processes and procedures (collectively, "Administrative Services"), shall be subject to and in compliance with Medicare Laws.
 3. Care Coordination. In accordance with the Model of Care approved by CMS, Health Plan shall develop individualized care plans that include communication and coordination with providers that render services covered under New York's Medicaid Plan. Health Plan will use its care management process to manage the Member's health status and assist the Member in obtaining or accessing Medicare and/or Medicaid benefits and services.
 4. Comprehensive Written Statement of Benefits. Prior to enrolling any eligible individual into Health Plan's D-SNP, Health Plan shall provide such individual with a comprehensive written statement describing the Medicare and Medicaid benefits and Cost-Sharing protections the individual would receive as a Member of Health Plan's D-SNP. Such written statement shall include such information and be formatted in accordance with the requirements established by CMS. Health Plan and SDOH agree that the Medicaid benefits that SDOH will provide to Members, if applicable, and that Health Plan will document in the comprehensive written statement of benefits. The Medicaid benefits that Health Plan will provide to Members are those benefits set forth in the model contract of the companion product designated in Attachment B.
 5. Summary of Benefits. To the extent required by CMS of Medicare Advantage organizations sponsoring D-SNPs, Health Plan shall integrate into a single Summary of Benefits all Medicare and Medicaid benefits a Member may be eligible to receive upon enrollment in Health Plan's D-SNP(s).
 6. Prompt Pay. Health Plan shall pay all claims for items and services in accordance with federal and state law and regulation, including, as applicable, Section 3224-a of the New York Insurance Law and 42 CFR § 422.520.
- C. Medicare Advantage Supplemental Benefits. Services that are covered as Supplemental Benefits under Health Plan's D-SNP(s) and overlap with Medicaid Benefits under New York's Medicaid Plan shall be first adjudicated by Health Plan as claims for services under the Supplemental Benefit offered by Health Plan's D-SNP(s) before treating such claims as SDOH responsibility under the State Medicaid Plan.
- D. Categories of Dual Eligible Beneficiaries to be Served. The categories of Dual Eligible

Beneficiaries are defined in **Attachment A**.

1. Health Plan's D-SNP serving Medicaid Fee-For-Service (FFS) beneficiaries and/or MLTC partial capitation members may enroll the following categories of Dual Eligible Beneficiaries into the D-SNP:
 - QMB
 - SLMB
 - QI
 - QDWI
 - QMB-Plus
 - SLMB-Plus
 - FBDE
 2. Health Plan's D-SNP aligned with a Medicaid Advantage (MA) product or the Integrated Benefits for Dually Eligible Enrollees Program (IB-Dual) for MMC/HARP is permitted to also enroll Medicaid FFS beneficiaries and may enroll the categories of Dual Eligible Beneficiaries listed above in D.1.
 3. Health Plan's D-SNP that is Exclusively Aligned with a Medicaid Advantage Plus (MAP) product is solely limited to enrollment of the following categories of Dual Eligible Beneficiaries:
 - QMB-Plus
 - SLMB-Plus
 - FBDE
 4. Health Plan shall complete **Attachment B** to fully describe alignment of the Health Plan's D-SNP(s) and categories of Dual Eligible Beneficiaries served for each integrated/non-integrated product type including service area and ownership/affiliation as appropriate.
- E. **Eligibility Verification**. Health Plan will verify ongoing Medicaid eligibility through the enrollment and disenrollment processes established for its companion Medicaid managed care plan. Health Plan shall verify the Medicare eligibility of all D-SNP Members on a monthly basis and shall also verify Medicare eligibility of individual members when requested by SDOH. (Sec. 5.11.6)
- F. **Provider Network**.
1. **Identification of Providers**. Health Plan shall verify a provider's participation in New York's Medicaid Plan before inclusion in its D-SNP Provider Directory. Health Plan shall identify in its provider directory those participating providers that accept both

Medicare and Medicaid. (Sec. 5.11.5)

2. Network Congruency Standards. Where the D-SNP organization offers an Integrated Medicaid Product, Health Plan shall work to augment the more narrow network (either Medicare or Medicaid) to develop an acceptable level of network congruency between its Medicare and Medicaid participating providers to ensure access and availability of services, such that a minimum percentage of providers in a Health Plan's participating provider network shall participate in both Medicare and Medicaid managed care. Health Plan shall not terminate network provider participation for the sole purpose of achieving network congruency.

Effective January 1, 2022, Health Plan shall ensure that at least 50% of its Medicare and Medicaid participating provider networks are congruent. Beginning January 1, 2023 SDOH will require a network congruency of 65% and beginning January 1, 2024 SDOH will require a network congruency of 80%.

- G. Claims Crossover Agreement. In accordance with 42 CFR § 438.3(t), Health Plan shall enter into a signed agreement with CMS for the coordination of benefits and participate in the automated Medicare claims crossover process to receive Medicare fee-for-service claims.

H. Integrated Medicaid Product Offerings.

1. To further SDOH efforts to provide integrated care and benefits for New York's Dual Eligible Beneficiaries, Health Plan agrees to submit a complete application to SDOH to offer an Integrated Medicaid Product to be effective on or after January 1, 2023.

The submission timeline shall be as follows:

- Health Plan shall send a letter of intent to SDOH on or before November 1, 2021 to propose an integrated product offering effective January 1, 2023.
 - Health Plan shall submit a completed application to SDOH on or before March 31, 2022.
2. Applications for D-SNP products effective January 1, 2023 or later, and that are not Integrated Medicaid Products, will not be approved by SDOH, unless SDOH determines in its sole discretion that extenuating circumstances exist that are based on access or preservation of choice for Dual Eligible Beneficiaries.
 3. Supplemental Benefits. Health Plan agrees to work with SDOH in good faith to ensure its Supplemental Benefits will coordinate with Medicaid benefits covered by New York's Medicaid Plan during the next Medicare bid filing cycle. Health Plan is encouraged to use at least 10% of its full rebate amount, meaning the amount available

before any CMS adjustment, to cover Medicaid Benefits as Medicare Advantage Supplemental Benefits.

- I. Notifications. Health Plan shall provide SDOH with the following notifications within ten (10) business days, unless a different time period is specified for a particular notification requirement:
1. Medicare Advantage Bid Filing. Health Plan will provide SDOH with copy of: (i) its annual bid filing submitted to CMS, and (ii) CMS approval of its bid filing.
 2. Notice of Intent. Health Plan shall provide SDOH with a copy of its Medicare Notice of Intent describing its proposed Medicare product offerings, service area expansions and/or any other changes it intends to apply for to be effective for the upcoming contract year.
 3. Service Area.
 - a. Health Plan shall submit its Service Area, as approved by CMS, to SDOH. In order for Health Plan to offer benefits in such Service Area, it must also be authorized by SDOH.
 - b. Health Plan shall notify SDOH of any CMS approval of an update to its Service Area.
 4. Summary of Benefits. Health Plan shall submit an annual Summary of Benefits of Health Plan's D-SNP benefits offered under the plan benefit packages, including Supplemental Benefits, for the counties identified in Attachment B, by January 1 each year, and within 15 calendar days of any update or modification.
 5. Quality Reporting.
 - a. Health Plan shall submit to SDOH copies of all quality reports, measures, and findings generated from Health Plan's D-SNP(s) quality management programs as required by and submitted to CMS.
 - b. Health Plan shall notify SDOH in the event Health Plan receives less than 3.0 Medicare Star rating on either its Part C or Part D scores for any D-SNP. Health Plan shall provide SDOH with a copy of any document submitted to CMS outlining the steps proposed or implemented to improve the low score.
 6. Information Sharing about Hospital and SNF Admissions. In accordance with 42 CFR § 422.107(d), D-SNPs that do not meet a FIDE or HIDE designation, shall be required to provide timely notification of all admissions to a hospital or skilled nursing facility ("SNF") to the Member's Medicaid health plan, or SDOH for fee-

for-service Medicaid beneficiaries. Such information must include, but may not be limited to (Sec. 5.11.9; Sec. 5.11.10; Sec. 5.11.11):

- Member Name
- Subscriber ID
- Date of Birth
- Facility Member admitted to
- Attending Physician
- Admission Type/Diagnosis
- Date of Admission
- Primary Care Physician (PCP)

Timely notification is defined as any real-time notification provided by Health Plan or its contracted hospitals and SNFs via secure electronic data exchange, via direct communication from Health Plan or its Subcontractor within 48 hours of becoming aware of such admission. In the event Health Plan delegates notifications to a Subcontractor, Health Plan shall retain responsibility for compliance with these requirements. (Sec. 5.11.12; Sec. 5.11.13; Sec. 5.11.14)

Health Plans shall enter into business associate agreements and any other agreements governing the legally compliant sharing of data in accordance with HIPAA, and/or any other applicable state and federal privacy laws, and/or pursuant to the terms of any agreements between Health Plans and SDOH. Health Plan shall provide SDOH with proof of documentation upon request by SDOH. Where notification must be provided to SDOH, Health Plan shall submit or transmit such notifications and data pursuant to instructions provided by SDOH.

- J. Marketing. Health Plan shall comply with all applicable State and Medicare Laws relating to marketing of its D-SNP(s). In connection therewith, Health Plan agrees to submit its D-SNP(s) marketing materials to SDOH and CMS for approval and agrees to only use approved marketing material in New York.
- K. Product Offerings. For each D-SNP offered by Health Plan and covered under this agreement, Health Plan shall complete all information required by **Attachment B**.
- L. Exclusively Aligned D-SNP Requirements. The following are applicable only to Health Plan's operation of Exclusively Aligned D-SNPs.
1. Service Area. The counties within an Exclusively Aligned D-SNP's Service Area shall be aligned with the service area of its Integrated Medicaid Product.
 2. Integrated Appeals and Grievances

- a. *Unified Appeals and Grievance Process.* Health Plan’s Exclusively Aligned HIDE D-SNP shall implement a unified grievance and appeal system and process grievances and appeals in compliance with the terms of 42 CFR §§ 422.629 – 634, 438.210, 438.400 & 438.402. This requirement includes:
- Grievances and appeals systems that meet the standards described in 42 CFR § 422.629;
 - An integrated grievance process that complies with 42 CFR § 422.630;
 - A process for making integrated organization determinations consistent with 42 CFR § 422.631;
 - Continuation of benefits while an integrated reconsideration is pending consistent with 42 CFR § 422.632;
 - A process for making integrated reconsiderations consistent with 42 CFR § 422.633; and
 - A process for effectuation of decisions consistent with 42 CFR § 422.634.
 - Implement a process to ensure that enrollees are provided reasonable assistance in completing forms and taking other procedural steps related to integrated appeals and grievances. This includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers that have adequate TTY/TTD and interpreter capability.
- b. *Integrated Appeals and Grievances Process – Medicaid Advantage Plus.*

(i) Health Plan’s Exclusively Aligned D-SNPs shall comply with an integrated appeals and grievance process at both the internal Health Plan and fair hearing levels for Medicare and Medicaid services, consistent with the requirements outlined under the MAP Integrated Appeals and Grievances Process Demonstration established per Federal and State partnership for certain Medicaid Integrated Plans.

(ii) *Integrated Appeals and Grievances Process Reporting Requirements.* The following appeals and grievances reporting requirements shall be submitted within 15 business days of the close of each quarter:

A quarterly summary of integrated appeals including:

- The reason for appeal;
- The coverage type of appeals (Medicaid only, Medicare only or Medicaid and Medicare);
- The status of appeals;
- The number of appeals late to Office of Temporary and Disability Assistance (OTDA);

- The appeal overturn/reversal rate; and
 - The auto-forward rate to OTDA.
3. Any Health Plan that will offer IB-Dual to MMC/HARP Members agrees that the following requirements will be in place no later than January 1, 2023:
- The Health Plan's D-SNP shall be Exclusively Aligned to meet the definition of a HIDE plan; and
 - Health Plan shall demonstrate readiness to comply with implementation of the unified appeals and grievances process, as set forth in Section II.L.2.a

M. Default Enrollment Process.

- a. On behalf of Members who receive full medical assistance benefits, and who become newly Medicare eligible either by age or disability, and such Medicare eligibility results in full benefit Dual Eligible Beneficiary status for such Members, Health Plan shall perform the default enrollment process as provided by 42 CFR §§ 422.66 & 422.68.
- b. Through this Agreement, and in conformance with 42 CFR § 422.66(c)(2)(i)(B) and 42 CFR § 422.107, SDOH approves Health Plan's implementation of the default enrollment process for its D-SNP subject to CMS' prior approval as per the requirements of 42 CFR §§ 422.66(c)(2)(i)(E), (F), & (G) inclusive; 42 CFR § 422.66(c)(2)(ii); and other CMS-published regulatory guidance as applicable.
- c. Health Plan shall be responsible for timely obtaining initial default enrollment process approval from CMS. Health Plan shall coordinate with SDOH regarding those activities necessary to obtain such CMS prior approval. Health Plan shall forward to SDOH a copy of CMS' default enrollment process prior approval notification or correspondence to Health Plan within 10 calendar days of receipt.
- d. Health Plan shall be responsible for coordination and continuity of care to ensure that, for each Member enrolled in Health Plan's D-SNP through the default enrollment process (and who is thus also enrolled in a managed care organization operated by the Health Plan), Health Plan shall be responsible for continuing to provide covered services authorized by the Member's managed care organization, without regard to whether such services are being provided by participating or non-participating providers for at least sixty (60) days, which shall be extended as necessary to ensure continuity of care pending the provider's contracting with the Health Plan's D-SNP plan or the Member's transition to a participating provider and any needed actions to mitigate potential negative consequences related to transition of providers.

- e. Health Plan shall be responsible for coordinating those activities necessary to renew any existing default enrollment process approval(s) with CMS, as per the requirements of 42 CFR § 422.66(c)(2)(ii), so that any such subsequent CMS approval(s)/renewal(s) of an existing approved default enrollment process shall be effective no later than 120 calendar days prior to the expiration of the existing CMS approval requested to be renewed. Health Plan shall coordinate with SDOH regarding those activities necessary to obtain such CMS renewal approval(s) of an existing default enrollment process. Health Plan shall forward to SDOH copies of its default enrollment process renewal notification and materials, and CMS' renewal approval(s) notification or correspondence, within 10 calendar days of receipt.
 - f. Health Plan shall maintain a minimum 3.0 overall plan star rating as assigned by CMS to implement the default enrollment process.
 - g. Through implementation of the default enrollment process, SDOH shall provide Health Plan with information necessary to prospectively identify those members eligible for default enrollment.
- N. Ownership and/or Affiliation with Medicaid Managed Care plan. Health Plan shall demonstrate that the entity holding the capitated contract with SDOH is the same legal entity as that which CMS has designated as a FIDE SNP, by providing SDOH with a copy of the notice from CMS attesting to such entity's status as a FIDE SNP.

III. SDOH RESPONSIBILITIES

- A. Financial Responsibilities. Pursuant to New York's Medicaid Plan, SDOH will remain financially responsible for Cost-Sharing Obligations and Medicaid Benefits for certain Dual Eligible Beneficiaries, as set forth in Attachment A, who are Members of Health Plan's D-SNP(s). SDOH may have financial responsibility for Medicare Part A and/or Part B premiums for select categories of Dual Eligible Beneficiaries, as set forth in Attachment A. SDOH is not responsible for payment of Medicare Advantage premiums for mandatory or optional Supplemental Benefits, unless specifically prescribed in New York's Medicaid Plan.
- B. Claims Processing. SDOH shall receive, process, and adjudicate claims for Cost-Sharing Obligations and Medicaid Benefits from Health Plan providers through the fee-for-service payment system, in accordance with SDOH's processes and procedures for claims administration. Health Plan shall receive, process and adjudicate claims for basic Medicare services and Supplemental Benefits.
- C. Electronic Data Format. SDOH will provide Health Plan with an electronic data file containing Medicaid participating providers in a generally accepted format on or about

April 1 and October 1 of each year, or at such other time as determined by SDOH.

- D. Educational and Marketing Materials. SDOH shall retain responsibility for developing and distributing materials and conducting educational activities relating to New York's Medicaid Plan and benefits and services covered under New York's Medicaid Plan.

IV. MEMBER PROTECTIONS

- A. No Balance Billing by Providers. With respect to its Members who are eligible for Medicaid payment of Cost-Sharing, Health Plan agrees that it shall include in its contracts with Health Plan providers that they shall not bill or charge ("balance bill") such individuals the balance for any services such individuals are not liable in accordance with Section 1902(n)(3) of the Social Security Act. (Sec. 5.11.4)
- B. Limitation on Out-of-Pocket Costs. Notwithstanding any provision in this Agreement to the contrary, Dual Eligible Beneficiaries enrolled in Health Plan's SNP(s), Health Plan agrees that it may not impose Cost-Sharing that exceeds the amount of Cost-Sharing that would be permitted with respect to such individual pursuant to the State Medicaid Plan if the individual were not enrolled in the Health Plan's SNP(s). (Sec. 5.11.4)
- C. Member/Hold Harmless. Notwithstanding any provision in this Agreement to the contrary, Health Plan shall prohibit providers, under any circumstance including but not limited to non-payment by Health Plan or SDOH, insolvency of Health Plan or breach of Health Plan's agreement with a provider, from billing, charging, collecting a deposit from, seeking compensation or remuneration from or having any recourse against any Member for fees that are the responsibility of Health Plan or SDOH. (Sec. 5.11.4)

V. PRIVACY AND SECURITY

The Parties agree that any data or other information transmitted pursuant to this Agreement shall comply with all applicable State and Federal laws, including without limitation the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively, "HIPAA"), Sections 367b(4) and 369 of the New York Social Services Law, Article 27-F of the New York Public Health Law and its implementing regulations, and 42 USC § 1396a and its implementing regulations.

VI. TERM AND TERMINATION

- A. Term. This Agreement commences on the Effective Date and shall be in effect until December 31, 2022.
- B. Termination. This Agreement shall automatically terminate upon the termination or expiration of (1) Health Plan's MA Contract with CMS to sponsor Health Plan's D-SNP(s),

regardless of the reason for such termination or expiration; or (2) Health Plan's contract with SDOH to provide a companion Medicaid plan.

VII. MISCELLANEOUS

A. Survival. Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by either Party after termination of this Agreement shall survive such termination, regardless of the reason for termination. Additionally, upon termination of this Agreement and regardless of the reason for termination, the defined terms and the following provisions shall survive: §§ IV.(A)-(D), and § V.

B. Attachments.

1. The following attachments are incorporated by reference into this Agreement and attached hereto:
 - a. Attachment A, "Categories of Dual-Eligible Beneficiaries"
 - b. Attachment B, "Product Offerings"

IN WITNESS WHEREOF, the parties hereto have executed or approved this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

State Agency Certification:
In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

STATE OF NEW YORK)
County of _____)

SS.:

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTACHMENT A
CATEGORIES OF DUAL ELIGIBLE BENEFICIARIES

The following categories of Dual Eligible Beneficiaries are recognized within the scope of this Agreement:

- A. Full-benefit Dual Eligible Beneficiaries where the D-SNP is Exclusively Aligned:
1. A “Full Medicaid Only” is an individual who is enrolled in Medicare Part A and/or Part B, and eligible for Medicaid benefits under New York’s Medicaid Plan because the individual falls within a federal mandatory coverage group or an optional coverage group (such as medically needy) but who does not meet the income or resource criteria for QMB or SLMB.
 2. A “QMB-Plus” is an individual who meets all of the Qualified Medicare Beneficiary (QMB) eligibility requirements and who also meets the criteria for full Medicaid benefits under New York’s Medicaid Plan.
 3. A “SLMB-Plus” is an individual (i) who meets all the Specified Low-Income Medicare Beneficiary (SLMB) eligibility requirements and who also meets the criteria for full Medicaid benefits under New York’s Medicaid Plan.
- B. The following categories of Dual Eligible Beneficiaries and/or partial Dual Eligible Beneficiaries are recognized within the scope of this Agreement where the D-SNP is not Exclusively Aligned and enrolls full benefit Dual Eligible Beneficiaries and/or partial Dual Eligible Beneficiaries:
1. “Full Medicaid Only” is an individual who is enrolled in Medicare Part A and/or Part B, and eligible for Medicaid benefits under New York’s Medicaid Plan because the individual falls within a federal mandatory coverage group or an optional coverage group (such as medically needy) but who does not meet the income or resource criteria for QMB or SLMB.
 2. A “QMB-Plus” is an individual who meets all of the Qualified Medicare Beneficiary (QMB) eligibility requirements and who also meets the criteria for full Medicaid benefits under New York’s Medicaid Plan.
 3. A “SLMB-Plus” is an individual (i) who meets all the Specified Low-Income Medicare Beneficiary (SLMB) eligibility requirements and who also meets the criteria for full Medicaid benefits under New York’s Medicaid Plan.
 4. Qualified Disabled and Working Individual (QDWI) is an individual who lost Medicare Part A benefits due to returning to work, but who is eligible to enroll in the purchase of Medicare Part A. The individual must meet federal income and resource criteria and may not be otherwise eligible for Medicaid. A QDWI is eligible only for Medicaid payment of Part A premiums.

5. **Qualified Medicare Beneficiary (QMB) Only** is an individual who is entitled to Medicare Part A, has income that does not exceed 100% of the Federal Poverty Level (FPL), and whose resources do not exceed twice the Supplemental Security Income (SSI) limit. A QMB is eligible for Medicaid payment of Medicare premiums, deductibles, coinsurance, and copayments.
6. **Qualifying Individual (QI)** is an individual who is entitled to Medicare Part A, meets federal income and resource criteria, and who is not otherwise eligible for Medicaid. A QI is eligible only for Medicaid payment of Medicare Part B premiums.
7. **Specified Low Income Medicare Beneficiary (SLMB) Only** is an individual who is entitled to Medicare Part A, has income that exceeds 100% FPL but is less than 120% FPL, and whose resource do not exceed twice the SSI limit. The only Medicaid benefit a SLMB is eligible for is payment of Medicare Part B premiums.

**Attachment B
PRODUCT OFFERINGS**

Health Plan shall complete all information below for each D-SNP under this Agreement. Health Plan shall attach copy of Medicaid benefits coverage as outlined in the specific appendix of the model contract when submitting to CMS.

D-SNP WITH COMPANION MEDICAID ADVANTAGE PLUS (MAP)

Health Plan shall complete all information below and attach copy of Appendix K in its entirety when submitting this agreement to CMS. See link below.

https://www.health.ny.gov/health_care/medicaid/redesign/mrt90/hlth_plans_prov_prof.htm

Health Plan operates a MAP with Exclusively Aligned enrollment into the D-SNP. Health Plan shall meet designation for FIDE SNP as defined in this agreement.

Health Plan has a fully executed MAP contract with SDOH (Sec. 5.11.3):

Yes ___ No ___

If the answer above is “No”, indicate expected date Health Plan will have a fully executed MAP contract: _____.

Health Plan has received CMS approval for default enrollment for its MAP contract:

Yes ___ No ___

CMS Contract Code (H#): _____

Contract Name: _____

DSNP Plan Benefit Package: _____

Plan Name: _____

Service Area (Sec. 5.11.7) check all that apply:

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins

<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

- FBDE
- QMB-Plus
- SLMB-Plus

Appeals and Grievances (Sec. 5.12.2):

Health Plan verifies that it utilizes the Integrated Appeals and Grievances Process, including its reporting requirements, set forth in section III.L.2.b of this Agreement.

Ownership and Affiliation: Check the applicable box to describe the ownership and affiliation between the legal entity offering Health Plan and the legal entity offering the companion MAP:

The legal entity offering Health Plan is the same legal entity offering the MAP plan under which SDOH provides capitated payments for provision of the services.

Full name of legal entity offering Health Plan (D-SNP): _____

Full name of legal entity offering MAP: _____

D-SNP WITH COMPANION MEDICAID ADVANTAGE (MA)

Health Plan shall complete all information below for each D-SNP under this Agreement. Health Plan shall attach copy of Appendix K of the model contract in its entirety when submitting to CMS. See the link below.

https://www.health.ny.gov/health_care/medicaid/redesign/mrt90/hlth_plans_prov_prof.htm

CMS Contract Code (H#): _____

Contract Name: _____

DSNP Plan Benefit Package: _____

Plan Name: _____

Service Area – check all that apply: (Sec. 5.11.7)

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

- In Medicaid Advantage:
- FBDE
 - QMB-Plus
 - SLMB-Plus

In Fee-For-Service (FFS):

- QMB
- SLMB
- QI
- QDWI
- QMB-Plus
- SLMB-Plus
- FBDE

Ownership and Affiliation: Check the applicable box to describe the ownership and affiliation between the legal entity offering Health Plan and the legal entity offering the companion MA:

- The legal entity offering Health Plan is the same legal entity offering the MA plan under which SDOH provides capitated payments for provision of the services.
- The legal entity offering Health Plan is a separate legal entity under the same parent organization offering the MA plan under which SDOH provides capitated payments for the provision of the services.

Full name of legal entity offering Health Plan (DSNP): _____

Full name of legal entity offering MA: _____

D-SNP WITH COMPANION PARTIAL CAPITATION (MLTC-P) PLAN

Health Plan shall complete all information below for each D-SNP under this Agreement.

Health Plan is seeking HIDE SNP designation as defined in this agreement. Yes ____ No ____

Health Plan shall attach copy of Appendix G of the model contract in its entirety when submitting to CMS. See the link below.

https://www.health.ny.gov/health_care/medicaid/redesign/mrt90/hlth_plans_prov_prof.htm

CMS Contract Code H#): _____

Contract Name: _____

D-SNP Plan Benefit Package: _____

Plan Name: _____

Service Area – check all that apply: (Sec. 5.11.7)

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

- QMB
- SLMB
- QI
- QDWI
- QMB-Plus
- SLMB-Plus
- FBDE

Ownership and Affiliation: Check the applicable box to describe the ownership and affiliation between the legal entity offering Health Plan and the legal entity offering the companion partial capitation MLTC plan:

The legal entity offering Health Plan is the same legal entity offering the partial capitation MLTC plan under which SDOH provides capitated payments for provision of long term services and supports.

The legal entity offering Health Plan is a separate legal entity under the same parent organization offering the partial capitation MLTC plan under which SDOH provides capitated payments for the provision of long term services and supports.

Full name of legal entity offering Health Plan (D-SNP): _____

Full name of legal entity offering partial capitation MLTC plan: _____

D-SNP WITH COMPANION MMC/HARP (Integrated Benefit for Dually Eligible Enrollees Program -IB-Dual) –

Health Plan shall attach copy of Appendix K of the model contract in its entirety when submitting to CMS. See the link below.

https://www.health.ny.gov/health_care/managed_care/docs/medicaid_managed_care_fhp_hiv-snp_model_contract.pdf

Health Plan is seeking HIDE SNP designation as defined in this agreement. Yes _____ No _____

CMS Contract Code (H#): _____

Contract Name: _____

D-SNP Plan Benefit Package: _____

Plan Name: _____

Health Plan has received CMS approval for default enrollment for its MMC/HARP (IB-Dual) contract: Yes ___ No _____

Service Area – check all that apply: (Sec. 5.11.7)

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual

Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

In IB-Dual:

- QMB-Plus
- SLMB-Plus
- FBDE

In Fee-For-Service (FFS):

- QMB
- SLMB
- QI
- QDWI
- QMB-Plus
- SLMB-Plus
- FBDE

Ownership and Affiliation: Check the applicable box to describe the ownership and affiliation between the legal entity offering Health Plan and the legal entity offering the companion IB-Dual:

- The legal entity offering Health Plan is the same legal entity offering the IB-Dual program under which SDOH provides capitated payments for provision of the services.
- The legal entity offering Health Plan is a separate legal entity under the same parent organization from the legal entity offering the IB-Dual program under which SDOH provides capitated payments for the provision of the services.

Full name of legal entity offering Health Plan (DSNP): _____

Full name of legal entity offering IB-Dual: _____

OTHER D-SNP (1) –

CMS Contract Code (H#): _____

Contract Name: _____

D-SNP Plan Benefit Package: _____

Plan Name: _____

Service Area – check all that apply: (Sec.5.11.7)

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

- QMB
- SLMB
- QI
- QDWI
- QMB-Plus
- SLMB-Plus
- FBDE

OTHER D-SNP (2) –

CMS Contract Code (H#): _____

Contract Name: _____

D-SNP Plan Benefit Package: _____

Plan Name: _____

Service Area – check all that apply: (Sec. 5.11.7)

<input type="checkbox"/> Albany	<input type="checkbox"/> Franklin	<input type="checkbox"/> Oneida	<input type="checkbox"/> Schuyler
<input type="checkbox"/> Allegany	<input type="checkbox"/> Fulton	<input type="checkbox"/> Onondaga	<input type="checkbox"/> Seneca
<input type="checkbox"/> Bronx	<input type="checkbox"/> Genesee	<input type="checkbox"/> Ontario	<input type="checkbox"/> Steuben
<input type="checkbox"/> Broome	<input type="checkbox"/> Greene	<input type="checkbox"/> Orange	<input type="checkbox"/> Suffolk
<input type="checkbox"/> Cattaraugus	<input type="checkbox"/> Hamilton	<input type="checkbox"/> Orleans	<input type="checkbox"/> Sullivan
<input type="checkbox"/> Cayuga	<input type="checkbox"/> Herkimer	<input type="checkbox"/> Oswego	<input type="checkbox"/> Tioga
<input type="checkbox"/> Chautauqua	<input type="checkbox"/> Jefferson	<input type="checkbox"/> Otsego	<input type="checkbox"/> Tompkins
<input type="checkbox"/> Chemung	<input type="checkbox"/> Kings	<input type="checkbox"/> Putnam	<input type="checkbox"/> Ulster
<input type="checkbox"/> Chenango	<input type="checkbox"/> Lewis	<input type="checkbox"/> Queens	<input type="checkbox"/> Warren
<input type="checkbox"/> Clinton	<input type="checkbox"/> Livingston	<input type="checkbox"/> Rensselaer	<input type="checkbox"/> Washington
<input type="checkbox"/> Columbia	<input type="checkbox"/> Madison	<input type="checkbox"/> Richmond	<input type="checkbox"/> Wayne
<input type="checkbox"/> Cortland	<input type="checkbox"/> Monroe	<input type="checkbox"/> Rockland	<input type="checkbox"/> Westchester
<input type="checkbox"/> Delaware	<input type="checkbox"/> Montgomery	<input type="checkbox"/> St. Lawrence	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Dutchess	<input type="checkbox"/> Nassau	<input type="checkbox"/> Saratoga	<input type="checkbox"/> Yates
<input type="checkbox"/> Erie	<input type="checkbox"/> New York	<input type="checkbox"/> Schenectady	
<input type="checkbox"/> Essex	<input type="checkbox"/> Niagara	<input type="checkbox"/> Schoharie	

Categories of Dual Eligible Beneficiaries Enrolled (Sec. 5.11.2): Health Plan verifies that only Dual Eligible Beneficiaries from the following categories, as defined in **Attachment A**, are enrolled in this D-SNP:

- QMB
- SLMB
- QI
- QDWI
- QMB-Plus
- SLMB-Plus
- FBDE