Addendum for Contractors Affected by Our Risk Areas

As set forth in our <u>Contractor Agreement Requirements Policy</u>, it is the policy of Catholic Charities of Long Island (the "Agency") to require contracts with its Contractors to specify that they are subject to the Agency's compliance program. The extent to which a Contractor is subject to the Agency's Compliance Program is dependent on the scope of the contracted authority and affected risk area.

1. <u>Compliance Program</u>: _____[the Contractor] acknowledges that Catholic Charities of Long Island [Agency] operates a Compliance Program in accordance with New York State Regulations. The Contractor acknowledges and agrees that the items or services provided by the Contractor pursuant to this Agreement relate to at least one of the Agency's risk areas of billing, payments, ordered services, medical necessity, quality of care, governance, mandatory reporting, credentialing, contractor or other risk areas such as _____ (left blank if not applicable.]. The Contractor represents and warrants that it (and its employees and/or contractors providing services to the Agency] under this Agreement will abide by all applicable Compliance Program policies and procedures (or portions thereof) as identified by the Agency, which may be modified or updated from time to time in the Agency's sole discretion during the term of the Agreement. The Agency agrees to provide the Contractor with copies of all Compliance Program policies and procedures that the Contractor must comply with, as well as any amendments or additional policies and procedures applicable to the Contractor.

2. <u>Exclusion Checks</u>: No less than every thirty (30) days during the term of this Agreement, the Contractor shall determine the exclusion status of each and all of its employees and contractors by reviewing, at a minimum, the following databases (or any successor databases): (a) the New York State Office of the Medicaid Inspector General Exclusion List; and (b) the United States Department of Health and Human Services Office of Inspector General's List of Excluded Individuals and Entities. If any of the Contractor's employees, contractors or agents appear on either of the foregoing databases at any time, the Contractor shall immediately report the same to the Agency's Compliance Officer by emailing Julia Bruno at Bruno.Julia@catholiccharities.cc or telephoning 516-733-7093, and shall immediately remove such individual from any further involvement with the Agency and with the items and/or services provided under this Agreement and replace such individual at the Contractor's sole expense. The Contractor shall retain all documentation that it has performed the reviews required by this Paragraph for no less than ten (10) years from the termination or expiration of this Agreement (or for such longer period of time as may be required by applicable by law), and the Contractor shall immediately provide all such documentation to the Agency upon request. The Contractor's obligations to retain and provide documentation of the reviews required by this Paragraph shall survive the termination or expiration of this Agreement.

3. <u>Termination for Failure to Comply with Compliance Program</u>: Without limiting its remedies at law or in equity, if the Contractor fails to comply with Paragraphs 1 and 2 above, the Agency may immediately terminate this Agreement upon providing written notice to Contractor, in which event the Contractor shall refund within thirty (30) days all prepaid fees related to or arising after the termination date. The Agency, in its sole discretion, may elect not to terminate the Agreement and permit the Contractor to continue to provide services under the Agreement pursuant to a corrective action plan approved by the Agency. No limitations or exclusions of damages, remedies or liability shall apply to the Contractor's breach of the Policy Compliance Obligations.

Catholic Charities of Long Island

Contractor:

_____

By: _____

Name:

Title:

By: _____

Name:

Title: