



## MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Membership Agreement”), entered into on the date reflected below (the “Effective Date”) by and between Health and Welfare Council of Long Island, Inc. (“HWCLI”), a New York Not-for-Profit Corporation, for and on behalf of, and in its capacity as “Lead Entity” (as defined herein) of, HEALTH EQUITY ALLIANCE OF LONG ISLAND (“HEALI”) and \_\_\_\_\_ [name of entity], a New York \_\_\_\_\_ [type of entity] (the “Member”), recites:

WHEREAS, New York State (the “State”) amended its Medicaid Section 1115 demonstration project to advance health equity and reduce health disparities by supporting the delivery of health related social needs (“HRSN”) services consisting of housing supports, case management, nutritional services and transportation support to certain Medicaid beneficiaries; and

WHEREAS, the State Department of Health (“DOH”) has designated nine Lead Entities (each a “Lead Entity”) to organize regional social care networks (each a “Network”), to build Network capacity to screen Medicaid beneficiaries and direct them to HRSN providers, to provide infrastructure and administrative support to such Networks, and to contract with managed care organizations (“MCOs”) for reimbursement of screening, navigation and HRSN services provided by members of such Networks; and

WHEREAS, DOH has designated HWCLI the Lead Entity for the Network serving Medicaid beneficiaries residing in Suffolk and Nassau Counties (the “Region”); and

WHEREAS, DOH and HWCLI are parties to a Grant Agreement (the “Grant Agreement”) pursuant to which DOH will provide funding for the organization and development of the Network serving the Region; and

WHEREAS, Networks may include community-based organizations that provide HRSN services, health care and care management providers (including health systems, provider organizations, federally qualified health centers (“FQHCs”), behavioral health providers, local health departments and health homes) mental health and substance use disorder service providers, community advocates and other stakeholders; and

WHEREAS, HEALI is the exclusive Network serving Medicaid beneficiaries residing in the Region; and

WHEREAS, Member wishes to join HEALI and HWCLI wishes to admit Member as a member of HEALI, subject to the terms and conditions in this Membership Agreement and Grant Agreement;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HWCLI and the Member (collectively the "Parties" and each a "Party") hereby agree as follows.

1. Membership. Member shall become a member of HEALI as of the Effective Date, with all of the rights, responsibilities and obligations of membership as set forth herein.

2. Membership Rights. Member shall have the following rights as a member of HEALI:

(a) To receive a license or sublicense to computer software, web-based services, and similar intellectual property which HWCLI determines to be necessary and appropriate for Member to participate in HEALI;

(b) To receive training in HEALI systems, procedures, and administration from HWCLI;

(c) To participate in Medicaid reimbursement arrangements, as provided in contracts between HWCLI, for and on behalf of HEALI, and one or more MCOs for screening, navigation and HRSN services actually provided by Member to HEALI's Medicaid beneficiaries;

(d) To cast one vote for the election of persons to serve on HEALI's Governing Board described in Section 5 hereof, and on any other matter coming to the membership for a vote; and

(e) To receive copies of (i) the Grant Agreement and (ii) DOH materials relating to the operation and administration of the Network, including the Social Care Network: Program, Billing, and Data Governance Operations Manual, and any subsequent directives or instructions issued by DOH, at such time or times as DOH permits HWCLI to distribute such materials (collectively, the "Operations Manual"). Member acknowledges that HWCLI may withhold delivery of the Operations Manual to Member until Member executes and delivers to HWCLI a nondisclosure agreement in such form as acceptable to HWCLI.

In addition, certain Members may be eligible to receive computer and other equipment or financial assistance, as determined by HWCLI to be necessary for Member to participate in HEALI. Member acknowledges that receipt of equipment and financial assistance is dependent upon HWCLI receiving funding pursuant to the Grant Agreement and Member executing a mutually agreeable contract for such assistance with HWCLI.

3. Member Responsibilities and obligations. Member shall have the following responsibilities and obligations to participate as a member of HEALI:

(a) To designate one person to be Member's primary contact in connection with HEALI (the "Member Representative") and to provide the name, mailing address, email address and telephone number of the Member Representative to HWCLI for purposes of being called, texted or emailed for purposes of communicating with you about HEALI. In the absence of such a designation, HWCLI may treat the Member's Chief Executive Officer, Executive Director, or person holding similar title and authority as the Member's Member Representative and to use the mailing address, general email address and general telephone number of Member, as

reflected on the Member's website, as the address, email address and telephone number of such Member Representative.

(b) If Member's Member Representative is elected to serve on HEALI's Governing Board, to use reasonable efforts to cause such Member Representative to actively participate in the activities and deliberations of the Governing Board;

(c) To abide by all decisions made by the Governing Board on behalf of HEALI's members;

(d) To execute agreements reasonably necessary for the operation and administration of HEALI, and Member's participation in HEALI, including but not limited to data access agreements, data security agreements and participating provider agreements, all in the form approved by the Governing Board;

(e) To actively support the activities of HEALI in accordance with the directions of the HEALI Governing Board;

(f) To participate in all training offered by HWCLI regarding participant screening, eligibility assessments, referrals, data protection and other matters related to HEALI operations that HWCLI determines necessary or appropriate to participate in HEALI;

(g) To comply with State record keeping and reporting requirements relating Member's participation in HEALI; and

(h) To take no action that could cause Member, HEALI or HWCLI to violate or contravene the Grant Agreement or Operations Manual or any other guidance issued by the State, including but not limited to provisions relating to the protection of the personally identifiable information of Medicaid beneficiaries, and applicable State and Federal record keeping and reporting requirements.

4. HWCLI Rights and Obligations. HWCLI shall have such rights and obligations with respect to HEALI as provided in the Grant Agreement and Operations Manual. In addition, HEALI shall:

(a) Contract, on behalf of HEALI, with MCOs for Medicaid reimbursement, with vendors and subcontractors for data, infrastructure and other services required for HEALI operations, and with HEALI Members for the screening, navigation and HRSN services for Medicaid beneficiaries;

(b) Contract, on behalf of HEALI, with other HEALI partners, including but not limited to, the Statewide Health Information Network for New York ("SHIN-NY") and other HIPAA qualified entities partner, for services necessary or appropriate to operate the SCN;

(c) Facilitate Member's access to Network IT infrastructure;

(d) Develop HEALI governance documents, Member agreements and other documents necessary to operate HEALI, including but not limited to, data access agreements, data security agreements and participating provider agreements;

(e) Provide training to Member regarding use of Network infrastructure, HEALI administration and other topics relevant to Member's participation in HEALI; and

(f) Maintain a public website for HEALI that is capable of providing screening and navigation services to Medicaid beneficiaries.

5. The Governing Board. To the extent consistent with the Grant Agreement and Operations Manual, the management of HEALI's affairs shall be vested in a HEALI Governing Board. Except as to matters expressly reserved to the Members pursuant to a charter or similar governing document approved by the Members, all decisions of the Governing Board shall be binding upon each Member. The following shall apply to Governing Board:

(a) Eligibility. Membership on the Governing Board shall be limited to Member Representatives.

(b) Board Composition. The Governing Board shall consist of not more than 25 members. A minimum of 13 persons (or if fewer, or 51% of the aggregate number of members of the Board) shall be Member Representatives of community-based organizations that provide HRSN services ("CBOs"). The Governing Board shall also include not less than one Member Representative of healthcare and health care management providers (e.g., health systems, FQHCs, behavioral health providers, county health departments and health homes), and not less than one Member Representative of a provider of mental health or substance use disorder ("MH/SUD") services. No fewer than two members of the Board shall be current Medicaid beneficiaries with HRSNs. HWCLI's President/CEO shall serve on the Governing Board with full voice and vote.

(c) Initial Election. As soon as reasonably practicable after the Effective Date, HWCLI will arrange for the nomination and election of the initial members of the Governing Board. Each Member shall be entitled to nominate one or more Member Representatives to serve on the Board. HWCLI shall establish deadlines and procedures to make nominations and cast ballots. HWCLI shall tally votes for members of the Board, applying such procedures as ensure that the provisions of this Membership Agreement relating to Board size and composition are adhered to.

(d) Term. Member Representatives elected to the Governing Board shall serve for a term of two years. Notwithstanding the foregoing, the Governing Board may establish a date for annual elections of the Board, and may serve for a period that coincides with such annual election, notwithstanding that such term may be greater than or shorter than two years.

6. HEALI Charter. The Governing Board shall be authorized and directed to submit to the Members a charter or similar governing document relating to (a) admission and removal of Members, (b) election and removal of members of the Governing Board, (c) designation and election of officers, (d) creation and staffing of committees, (e) a process for amending the governing document, and (f) such other matters that the Governing Board or the Members deem necessary, appropriate or helpful to HEALI's governance. Such charter or governing document shall be effective upon the affirmative vote of two-thirds of the Members following recommendation by the Governing Board. All Members shall be bound by decisions and actions of the Governing Board, HEALI committee, or officer, taken or made in accordance with the terms of such charter or governing document.

8. Term of Agreement; Termination of Membership; Removal. This Membership Agreement shall be effective from the Effective Date through the date of termination of the Grant

Agreement. Notwithstanding the foregoing, Member may terminate its membership in HEALI at any time by providing thirty (30) days' written notice to HWCLI or the Governing Board. Member may be terminated from membership from HEALI pursuant to such terms as may be provided in the Charter or similar governing document approved by the Members.

9. Non-Exclusivity. Membership in HEALI shall be without prejudice to Member's right (a) to join any other organization, including without limitation, Networks outside the Region, or (b) to enter into any other collaborative agreement with any other entity or entities.

10. General Provisions. This Membership Agreement shall be subject to the following:

a. Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void. This Membership Agreement shall extend to and be binding upon the successors and assigns of the respective Parties should any assignment be consented to and made.

b. Relationship of Parties. The Parties are independent legal entities. Nothing in this Membership Agreement shall be deemed to create any relationship of joint venturers, employer and employee, or principal and agent between HWCLI and Member. In fulfilling their respective obligations under this Membership Agreement, HWCLI and Member are independent contractors.

c. Governing Law. This Membership Agreement shall be interpreted, construed, governed by and enforced in accordance with the laws of the State of New York without regard to its conflicts-of-laws provisions. The Parties hereby agree to the exclusive jurisdiction and venue of courts of competent jurisdiction in Nassau or Suffolk County, New York, in connection with all disputes arising out of this Membership Agreement.

d. Waiver. No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or remedy.

e. Notices. All notices required under this Membership Agreement, shall be in writing, and shall be deemed to have been duly given on the date delivered if delivered in person; or one (1) day after being sent if sent overnight by prepaid Federal Express or other similar prepaid, receipted overnight courier service; unless the sender is notified by such service of a later delivery date, or one (1) day after being sent if sent by facsimile or electronic mail; or seven (7) days after being sent if sent by first class mail properly addressed to the respective Party at the address set forth below.

To HWCLI:

Health and Welfare Council of  
Long Island, Inc.  
110 Walt Whitman Rd., Suite 101  
Huntington Station, NY 11746

Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

To Member:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

(f) Order of Precedence. In the event that any provision of this Membership Agreement conflicts with the Grant Agreement or Operations Manual, such documents shall control in the following order of precedence; first, the Grant Agreement; second, the Operations Manual, and third, this Membership Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Membership Agreement effective the date reflected beneath HWCLI's signature (the "Effective Date").

\_\_\_\_\_ Member

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

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

Name and Title of Member Representative  
Primary Contact (See **Section 3(a)**):

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

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

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

**HEALTH AND WELFARE COUNCIL OF  
LONG ISLAND, INC., Lead Entity**

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

Its: \_\_\_\_\_

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