



# Affinity Health Plan

## SUPPLIER ATTESTATION FORM

Affinity's commitment to compliance includes ensuring that our First Tier, Downstream and Related Entities (FDRs) are in compliance with applicable state and federal regulations. For more information on what type of vendors could fall under this category or the compliance requirement visit [AffinityPlan.org](http://AffinityPlan.org) and click on [Vendors' Compliance Training](#).

### Instructions:

Affinity requires vendors that conduct business directly or indirectly with Affinity to do so compliantly, ethically and legally. As such, vendors must do all or part of the following: **(NOTE: The nature of the relationship with Affinity may require the vendor to comply with all, part, or more than the items listed below.)**

- Adopt and distribute a code of conduct as well as compliance policies and procedures
- Provide annual compliance and fraud, waste, and abuse (FWA) training
- Conduct exclusion screenings
- Disclose current ownership and controlling interests, and any changes to them
- Actively monitor the activities of employees and contractors performing Affinity-related business

## GENERAL INFORMATION

Name of Organization or Provider: \_\_\_\_\_

Name of Representative: \_\_\_\_\_ Representative Title: \_\_\_\_\_

Representative's Phone: \_\_\_\_\_ Representative's Email: \_\_\_\_\_

Taxpayer Identification Number (TIN): \_\_\_\_\_

## FINANCIAL INFORMATION

Remittance Name: \_\_\_\_\_ Remittance Address: \_\_\_\_\_

Remittance City: \_\_\_\_\_ Remittance State: \_\_\_\_\_ Remittance Zip Code: \_\_\_\_\_

Accounts Receivable Contact Name: \_\_\_\_\_

Accounts Receivable Contact Phone: \_\_\_\_\_

Accounts Receivable Contact Email: \_\_\_\_\_

What are your payment terms?  Net 30 Days  
 Net 45 Days  
 Net 60 Days  
 Other \_\_\_\_\_

What is your Tax ID Number? \_\_\_\_\_

Do you prefer to be paid via Electronic Fund Transfer (EFT)?  Yes  No



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## Standards of Conduct, Company Policies and Compliance Information

**1. I have reviewed and understand [Affinity's Facilities & Administrative Services \(FAS\)-Procurement Vendor Guidelines](#) and [Code of Ethics](#). My organization will abide by Affinity's compliance policies as referenced in these documents.**

- Yes, I have reviewed and understand Affinity's FAS-Procurement Vendor Guidelines and Code of Ethics.
- No, I have **not** reviewed or **do not** understand Affinity's FAS-Procurement Vendor Guidelines and Code of Ethics.

**2. My organization has or will establish(ed) and publicize(d) compliance policies, [Standard of Conduct](#), and compliance reference materials within 90 days of hire or contract and annually thereafter.**

- Yes, my organization has or will establish(ed) and publicize(d) compliance policies, Standard of Conduct, and compliance reference materials within 90 days of hire or contract and annually thereafter.
- No, my organization **will not** be able to establish and publicize compliance policies, Standard of Conduct, and compliance reference materials within 90 days of hire or contract and annually thereafter.

**3. My organization will disclose any debarment or suspension status and any criminal convictions related to federal healthcare programs of managing employees and anyone with an ownership or controlling interest in my organization or a related entity. Additionally, my organization will notify Affinity immediately if the ownership or controlling interest changes. (NOTE: This includes ownership and controlling interest by a spouse, parent, child, or sibling.)**

- Yes, my organization will disclose or notify relevant information as referenced in this question.
- No, my organization **will not** disclose or notify relevant information as referenced in this question.

**4. My organization has or will report suspected violations of applicable fraud laws and regulations, including the False Claims Act, as it relates to Affinity. I understand that violation of any laws and regulations is grounds for disciplinary action, up to and including termination of my contractual status. I am aware that I am protected from retaliation from False Claims Act complaints, as well as any other applicable non-retaliation protections.**

- Yes, my organization understands that violations are grounds for disciplinary action and will not intimidate or retaliate against those that report actual or potential concerns in good faith.
- No, my organization **does not** understand that such violations are grounds for disciplinary action.

## Fraud, Waste, and Abuse (FWA) and Compliance Training

**5. Compliance training, including Fraud, Waste, and Abuse (FWA) training, is or will be disseminated to employees (paid or unpaid, including volunteers and interns) and contractors within 90 days of hire or contract and annually thereafter.**

- Yes, my organization fulfills this compliance training inclusive of FWA training.
- No, but will meet requirement by:
- 1 - Completing the general Compliance and FWA modules on CMS' Medicare Learning Network (MLN)
  - 2 - Downloading and incorporating context into existing training materials without modifying content
  - 3 - Downloading and incorporating content into written documentations such as guides, manuals, etc. without modifying content.
- Click here for instructions: [Fraud, Waste, and Abuse \(FWA\) training](#)
- No

**6. Information relating to Affinity's business, including evidence of training, will be maintained for a period of ten (10) years and can be provided upon request by Affinity, an Affinity representative, or an authorized party (e.g., the government) for monitoring and auditing purposes.**

- Yes, information relating to Affinity's business, including evidence of training, will be maintained for a period of ten (10) years and can be provided upon request by Affinity, an Affinity representative, or an authorized party (e.g., the government) for monitoring and auditing purposes.
- No, information relating to Affinity's business, including evidence of training, will not be maintained for a period of ten (10) years nor provided upon request by Affinity, an Affinity representative, or an authorized party (e.g., the government) for monitoring and auditing purposes.



# Affinity Health Plan

## OIG, GSA (SAM) and NYS OMIG Exclusion Screening

**7. My organization currently performs or will perform exclusion screenings prior to hire or contract and monthly thereafter to confirm employees (paid or unpaid, including volunteers and interns) and contractors are not excluded from participating in federally-funded healthcare programs according to the New York State Office of the Medicaid Inspector General, OIG and GSA exclusion lists. [Sanction Screening Resources](#) are available at [AffinityPlan.org](#).**

- Yes, my organization performs screening as outlined in this question.
- No, my organization has not yet performed screenings as referenced above but will within 60 days and monthly thereafter.
- No

## Offshore Contracting

**8. My organization and/or any of our downstream/related entities engage in offshore operations for administrative or healthcare services related to Affinity Health Plan business.**

- Yes, my organization and/or any of our downstream/related entities engage in offshore operations for administrative or healthcare services related to Healthfirst business. All offshore subcontractors' names, addresses, and delegated functions are listed below:

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- No, my organization and/or any of our downstream/related entities **do not** engage in offshore operations for administrative or healthcare services related to Affinity Health Plan business.

**9. The services being performed or to be performed for Affinity are related to the administrative services or healthcare services to a Medicare eligible individual.**

**Please choose all that apply.**

- |   |  |
|---|--|
| <input type="radio"/> Sales and marketing   | <input type="radio"/> Pharmacy benefit management                        |
| <input type="radio"/> Utilization management  | <input type="radio"/> Hotline operations                                 |
| <input type="radio"/> Quality improvement   | <input type="radio"/> Customer service                                   |
| <input type="radio"/> Applications processing   | <input type="radio"/> Bid preparation                                    |
| <input type="radio"/> Enrollment, disenrollment, membership functions   | <input type="radio"/> Outbound enrollment verification                   |
| <input type="radio"/> Claims administration, processing and coverage adjudication   | <input type="radio"/> Provider network management                        |
| <input type="radio"/> Appeals and grievances  | <input type="radio"/> Processing of pharmacy claims at the point of sale |
| <input type="radio"/> Licensing and credentialing   | <input type="radio"/> Entities that generate claims data                 |
| <input type="radio"/> Healthcare services   | <input type="radio"/> Other _____  |
| <input type="radio"/> Negotiation with prescription drug manufacturers and others for rebates, discounts or other price concessions on prescription drugs |  |
| <input type="radio"/> Administration and tracking of enrollees' drug benefits, including true out-of-pocket (TrOOP) balance processing                    |  |
| <input type="radio"/> Coordination with other benefit programs such as Medicaid, state pharmaceutical assistance or other insurance programs              |  |

## Attestation

**I certify, as the authorized representative having responsibility directly or indirectly for all employees (paid or unpaid, regardless of position including volunteers and interns), contracted personnel, providers/practitioners, and/or vendors related to Affinity Health Plan business, that the statements above are true and correct to the best of my knowledge.**

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

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_