

# Management Contract Statement and Certification

Please read the "MCO Management Contract Guidelines" before completing this form. Complete a separate statement for each management contract or amendment for which the MCO is seeking approval. If additional space is needed, attach a continuation page and identify the question(s) by number. If all applicable questions are not answered, if answers are determined to be incomplete or inaccurate, or required supporting documentation is not attached, the agreement will not be accepted for review.

## Section A. Submission Includes:

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

1. (Check one)

- New management contract
- Amendment of management contract
- Extension of management contract  
(with no other revision)
- Renewal of management contract  
(within approved 5 year term and with no other revision)

For extension, amendment, renewal, indicate:

Original contract ID#: \_\_\_\_\_

Original approval date: \_\_\_\_\_

Original effective date: \_\_\_\_\_

2. Anticipated Effective Date: \_\_\_\_\_

3. Contract Term: \_\_\_\_\_

Page: \_\_\_\_\_

4. MCO Unique Contract/Amendment ID #: \_\_\_\_\_  
(required, must also be indicated on contract)

5. Does the main body of contract include express incorporation of the management contract standard clauses, appendix and a statement that in the event of inconsistencies the appendix controls?

Yes    Page # \_\_\_\_\_     No

6. Check all lines of business covered by contract:

- Child Health Plus
- Medicaid
- Commercial
- Medicaid Advantage
- Family Health Plus
- Medicare
- HIV SNP
- MLTC

7. Character and Competence Review

- Management Contractor Character and Competence Review Forms enclosed (forms DOH-793B)
- Date of last DOH C&C review for contractor:
- List of current Board Members and Officers enclosed.

8. Supporting Documentation (If required):

- Documentation showing Management Contractor holds all necessary approvals to do business in NYS.
- Evidence of Management Contractor's fiscal stability.
- Evidence of financial feasibility of contract, including projected operating and capitol budgets for contract term.
- Not required.

## Section B. Contracting Parties

9. MCO Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

10. Management Contractor Name: \_\_\_\_\_

IPA?  Yes  No

Corporate Relationship to MCO: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

11. Name and address of additional contracting parties or subdelegated entity (If none, leave blank)

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

Address: \_\_\_\_\_

Corporate Relationship to MCO/Management Contractor: \_\_\_\_\_

IPA?  Yes  No

Sub-delegation?  Yes  No

## DOH Use Only

DOH MCON ID#: \_\_\_\_\_

## Section C. Delegation Information

12. For renewal or extension of management contracts only (if No, use additional sheet to explain):

- a. Have the goals and objectives of this management contract been met within specified time frames?  
 Yes       No
- b. Has the quality of care provided by the MCO been maintained or improved during the term of this management contract?  
 Yes       No
- c. Have reporting requirements contained in this management agreement been met?  
 Yes       No

13a. Scope of Delegation/Delegated Activities (check all that apply):

Management Activity	Management Contractor	Delegated Subcontractor	Page Number	Provision
Maintenance of books and records	<input type="checkbox"/>	<input type="checkbox"/>		
Disposition of assets and the incurring liabilities normally associated with day to day operations of the MCO	<input type="checkbox"/>	<input type="checkbox"/>		
Implementation of policies affecting the delivery of health care services	<input type="checkbox"/>	<input type="checkbox"/>		
Claims payment	<input type="checkbox"/>	<input type="checkbox"/>		
Implementation of the MCO's budgets and provision for annual audits	<input type="checkbox"/>	<input type="checkbox"/>		
Quality assurance and improvement	<input type="checkbox"/>	<input type="checkbox"/>		
Utilization Review	<input type="checkbox"/>	<input type="checkbox"/>		
Fraud and abuse investigation, prevention, or reduction activities under the MCO's fraud and abuse prevention plan	<input type="checkbox"/>	<input type="checkbox"/>		

13b. Indicate health care services managed:

- All       Behavioral Health  
 Chiropractic       Dental  
 Laboratory       Pharmacy  
 Radiology       None

13c. If delegating quality assurance/improvement:

- i. Is utilization review delegated to related entity?  
 Yes       No
- ii. Is there a provider risk arrangement associated with the management agreement?  
 Yes       No

13d. If delegating utilization review:

- i. Is QA/QI delegated to related entity:  
 Yes       No
- ii. Is management contractor a NYSDOH Registered UR Agent?  
 Yes       No       Application pending      Date submitted \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- iii. Date UR Agent registration expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

14. For delegated functions, management contractor will use:

- MCO's policies, procedures and standards  
OR  
 MCO approved policies, procedures and standards developed by management contractor and approved by the MCO.

**Section D. Contract Provisions – Review**

15. Identify relevant provisions:	Page(s)	Clause(s)
a. Management contract describes and provides for staffing; major equipment; computer and information systems; and other resources at sufficient levels to reasonably achieve the objectives of this contract in accordance with MCO standards and within specified timeframes.		
b. Management contractor performance criteria are described.		
c. Management contractor required to report.		
d. MCO requires and lists procedures for ongoing MCO monitoring of:		
i. Implementation of the management contract		
ii. MCO's fiscal stability under management contract		
iii. Level of services provided by MCO under management contract		
iv. Quality of care rendered by MCO under management contract		
v. Management contractor reporting		
16. For federally-sponsored products only, please identify contract provisions for the following:	Page(s)	Clause(s)
a. Performance sanctions and contractor obligation to take corrective actions.		
b. Management contractor work to be performed in accordance with state or LDSS government program contract.		
c. Management contractor bound by confidentiality provisions of state or LDSS government program contract.		

**Section E. Financial Arrangements Between MCO and Management Contractor**

17. Indicate payment methodology and any financial incentives for the management contractor in this contract. (Check all that apply)

<input type="checkbox"/> Fee-for-service	<input type="checkbox"/> Other (describe):
<input type="checkbox"/> PMPM Capitation	<input type="checkbox"/> Financial Incentives (describe):
<input type="checkbox"/> Percentage of Revenue	Attach additional page(s) if necessary.

18. Administrative Costs: Enter below the management fee paid to management contractor in this or any other contract or to any entity related to the management contractor.

	A	B	C	D = (A + B)/C
Program	Total Annual Cost of this Contract	Total Annual Cost of Other Contracts with Mgt Contractor or Related Entity	MCO's Total Administrative Costs	Percent of Total
Medicaid Managed Care				
Family Health Plus				
Managed Long Term Care				
Child Health Plus				
Other Government Programs				
All Other Product Lines				
<b>Total</b>				

Check if applicable:

- Total management fee paid to management contractor in this plus any other contract or to any entity related to the management contractor is no more than 25% of the MCO's total administrative costs.

19. Identify contract provisions that describe reimbursement terms:	Page(s):	Clause(s):

**Certification**

The undersigned hereby certifies that to the best of my informed knowledge and belief the statements made herein and the documents attached hereto are accurate, true and complete in all material respects. The undersigned further certifies that I am knowledgeable **[(For Corporate Officer) and have been fully informed by legal counsel]** as to the statutes, regulations and guidelines applicable to the management contract or amendment herewith submitted and that such contract or amendment is in full compliance with those applicable statutes, regulations and guidelines to the best of my informed knowledge and belief, including that the governing authority of the MCO retains ongoing responsibility for statutory and regulatory compliance and that the responsibilities of the governing authority of the MCO are in no way lessened by entering into a management contract.

I further hereby certify that any changes or amendments to the applicable previously submitted and approved contract identified in this Contract Statement and submitted herewith are highlighted in the attached black-lined copies; that such previously submitted and approved contract language is clearly and correctly identified in this filing, and that all changes to previously approved language are to the best of my informed knowledge and belief, **[having been fully informed by legal counsel,]** in full compliance with applicable statutes, regulations and guidelines, **and that this contract is the sole agreement for the services delegated herein.**

I further hereby certify that the payment terms of this management contract are reasonable and do not jeopardize the financial security of the MCO.

I understand that the New York State Department of Health is relying upon this certification as part of its review and approval process, and that should it be determined that this certification is materially false or incomplete or incorrect or includes incorrect, false or misleading information, appropriate enforcement action will be taken.

I also understand the following: DOH approval of this contract or amendment is based upon provider solvency and related financial standards as described in the MCO Management Contract Guidelines and does not constitute an affirmation as to the reasonableness of the payments agreed to by the parties in this contract or amendment. Further, approval of this contract or amendment by DOH does not guarantee that the level of reimbursement in the contract or amendment will be recognized in premium rates paid to the MCO by NYS for participation in and services provided under any government sponsored managed care or health insurance program.

\_\_\_\_\_  
Signature of MCO Officer or Legal (General) Counsel \_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of MCO Officer or Legal Counsel \_\_\_\_\_  
Title

\_\_\_\_\_  
Officer's or Counsel's Address \_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Direct Telephone Number \_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
MCO Unique Contract ID # (required)

\_\_\_\_\_  
Notary