NEW YORK STATE DEPARTMENT OF HEALTH
Division of Health Plan Contracting and Oversight

Health Home Statement and Certification

Please complete a separate statement for each Health Home 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.** Do not use this form for provider or management contracts.

Section A. Submission Includes:

Date:

1. (Check one)

☐ Contract template ☐ Individual contract ☐ Standard agreement (complete section A,B, and certification) ☐ Amendment of existing contract

For amendment indicate:
Original contract ID#: _____
Original approval date: _____
Original effective date: _____

1.a. ☐ Department required modification only

Original contract ID#: _____
Original approval date: _____
Original effective date: _____

2. Anticipated Effective Date: _____

3. MCO Unique Contract/Amendment ID #: _____
(required, must also be indicated on contract)

Section B. Contracting Parties

1. MCO Name: _____
Contact Person: _____ Phone: _____ Email: _____

2. Designated Health Home Name: _____
Address: _____
City/State/Zip: _____
Phone: _____

Section C. Contracting Provisions

The Health Home contract must include all of the key contract provisions as issued by the New York State Department of Health.

1. **Health Home key contract provisions are included as an attachment to the contract** ☐ Yes ☐ No

   a. **If yes,** the main body of the contract must expressly incorporate the key contract provisions and state that in the event of inconsistencies the key contract provisions prevail. Identify location of the relevant incorporation provision.

   Page Number: _____ Clause(s): _____

   b. **If no,** proceed to C2.

DOH Use Only

DOH MCON ID#: _____

Section C. Contracting Provisions, continued

2. Complete information below for all Health Home key contract provisions located in the body of the contract:

Required Key Contract Provision	Page Number	Clause	Were there modifications?
Definitions			
(1) Scope of Health Home Services			☐ Yes ☐ No
(2) Business Associate Agreement			☐ Yes ☐ No
(3) MCO Protocols			☐ Yes ☐ No
(4) Representations and Warranties			☐ Yes ☐ No
(5) Payment			☐ Yes ☐ No
(6) Prompt Pay			☐ Yes ☐ No
(7) Health Home Participant Re-Assignment or Termination			☐ Yes ☐ No
(8) Monitoring and Auditing			☐ Yes ☐ No
(9) Quality, Data and Reporting Requirements			☐ Yes ☐ No
(10) Maintenance of Records			☐ Yes ☐ No
(11) Term			☐ Yes ☐ No
(12) Termination			☐ Yes ☐ No
(13) Termination Without Cause			☐ Yes ☐ No
(14) Obligations Post Termination			☐ Yes ☐ No
(15) Indemnification			☐ Yes ☐ No
(16) Adjustments			☐ Yes ☐ No
(17) Non-discrimination			☐ Yes ☐ No
(18) Confidentiality			☐ Yes ☐ No
(19) Implementation prior to approval			☐ Yes ☐ No

3. Identify location of the additional clauses below if included in Agreement

Contract Provisions	Page Number	Clause	Not Applicable
(18) Withhold arrangements			☐
(19) Incentive payments			☐
(20) Sanctions			☐
(21) Business Associate Agreement	XXXXX	Appendix	☐
(22) Other additional clauses/appendices			

Section D. Financial Arrangements Between MCO and Health Home Provider

1.	Identify contract provisions that describe payment for Health Home services	Page Number	Clause	
2.	Identify contract provision that describes timing of payments	Page Number	Clause	

3. Will MCO pass through total Health Home payment from State to Designated Health Home? ☐ Yes ☐ No

   a. If no, identify what percentage of the premium will be retained by the MCO and describe for what purpose the amount is being retained:

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 New York State Department of Health (DOH) and the Centers for Medicare and Medicaid Services (CMS) policy and guidelines applicable to the Health Home 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.

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 DOH and CMS policy and guidelines.

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 does not guarantee that the level of reimbursement in the contract or amendment will be recognized in premium rates paid to the MCO by New York State 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

Please print or type all of the following:

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