Article/Section		Comment	NYSDOH Response
Article 1 - Definitions	**"Enrollment"** means the process by which a Member's membership in the MCO or Health Home begins.	Should not read "or Health Home" MCO will not consider enrollment in the Health Home but not plan as their beginning of coverage under this agreement. This agreement is from MCOs governing HH services for the MCO members. This is really referring to plan enrollment only here. "HH Participant" below accounts for HH enrollees and assigned members who are outreached	"or Health Home" removed
	Health Home Participant" means a Health Home Candidate who is assigned to Health Home ~~by the MCO~~ and assigned a Health Home Services Provider ~~for case management by the Health Home~~ and receives care management services by the Health Home as defined below under "Health Home Services."	What about services provided to potential enrollees? This only covers actual enrollees, not the services provided to potential enrollees.	In this case, "services" refers to those given prior to enrollment.
	~~**"Health Home Service Organizations"** is the collective list of Health Home Service Providers.~~	Have no issues with this term being left in as defined. It does not "live" functionally outside of this agreement but is understood to be a list of HH providers maintained by the MCO party.	Term is being removed as it is not necessary.
Article II – 2.2 a. Health Home Responsibilities	Health Homes may, at any time, if they choose, amend their contract with Health Home Service Providers to allow the Health Home Service Providers to communicate directly with the MCOs for purposes of outreach. All communication must be consistent with state and federal laws and regulations concerning confidentiality and protection of health information. Notwithstanding any such agreement between the MCO and the Health Home Service Providers the Health Homes shall still bear all responsibility for their Health Home Service Providers.	The last sentence seems too broad, making the HH responsible for all activities of the CMA, not just those related to HH. I would edit as follows: "Notwithstanding any such agreement between the MCO and the Health Home Service Providers the Health Homes shall still bear all responsibility for their Health Home Service Providers <u>with respect to the provision of Health Home Services</u>."	Highlighted phrase moved to the end of 3.2, along with clarifier "with respect to the provision of Health Home Services."

Article/Section		Comment	NYSDOH Response
2.2 a.	The MCOs must enter into a Business Associate Agreement with the Health Home Service Providers in order that those Health Home Service Providers may communicate directly with the MCO for the purpose of outreach.	This paragraph does not seem placed appropriately since the header is "A Health Home will…"	This section of 2.2a was moved to 3.2 under MCO Responsibilities.
2.2 b.	Provide outreach, contact and engagement services to Health Home Candidates, including securing a signed NYSDOH approved "Health Home Services Consent Form" from those Health Home Candidates choosing to receive Health Home Services so that Health Home may share Member's medical records, encounter data and other health information with MCO, Health Home Services Providers that are Participating Providers and NYSDOH, as applicable and appropriate;	Is this referring to the DOH 5055?	Changed to the full, correct name of form "Health Home Patient Information Sharing Consent" form.
2.2 c.	Conduct a comprehensive assessment of each Health Home Participant and ~~including~~ any such assessment the NYSDOH requires for defined populations, including but not limited to children and individuals receiving or eligible to receive Home and Community Based Services (HCBS). Such assessments shall include medical, behavioral, functional and social support needs;	Can language be added obligating the Health Home to share assessments with the MCO?	MCOs can always request an assessment as part of Health Home review or ongoing Health Home quality review.
2.2 e. **2.2 f.**	e. Develop an integrated plan of care for physical and behavioral health disorders, as applicable; f. Prepare and maintain a comprehensive plan of care in conformance to any State and federal requirements for each Health Home Participant, including information retrieved from the Health Home Participant and from providers of clinical, behavioral and social support services and share such plans of care as required in the Health Home Standards and Requirements for Health Homes, Care Management Providers and Managed Care Organizations established by NYSDOH and as amended from time to time.	e. and f. here seem similar and somewhat redundant	Section 2.2 e has been removed, as it is also covered in 2.2 f.

Article/Section		Comment	NYSDOH Response
2.2 k.	Provide data management to the MCO in compliance with the data submission requirements of the MCO and NYSDOH.	Can this be clearer?	Specific requirements for data sharing should be agreed upon between the Health Home and MCO.
Article II - 2.3 MCO Protocols	Health Home, in the development of a plan of care for a Health Home Participant, shall ensure that such plan of care is in accordance with MCO's Participating Provider manual, as applicable to care management and Health Home Services. The Health Home and MCO shall work cooperatively to use in plan resources and address any opportunities for network expansion to best serve Member needs.	This would be clearer if the language was "in network" or "participating".	The term "in-plan" has been changed to "Network."
	However, nothing herein affects the obligation of a Health Home Services Provider that is also a Participating Provider, for the delivery of Health Home Services, to adhere to and abide by the Participating Provider's contract with the MCO, the MCO's Participating Provider manual and all applicable MCO rules.	This could be more clearly explained.	NYSDOH welcomes suggested alternate language.
	Neither the Health Home nor any Health Home Services Provider shall refer a Member for in-network benefits to any provider or Health Home Services Provider in the Health Home Service Organization that is not otherwise a Participating Provider in the MCO's Provider Network without MCO's prior notice and approval, except in the instance of an Emergency Medical Condition.	Must eliminate or reword sentence if the definition in Article I "Definitions" is deleted as indicated above by edits	"Health Home Service Organization" was removed, as the definition was removed.

Article/Section		Comment	NYSDOH Response
Article II – 2.6 Health Home Participant Re-Assignment or Termination	The parties recognize that there are many ways in which Health Home Participant status may change that may result in Re-Assignment or De-Activation. Upon prior reasonable notice to Health Home, MCO shall have the authority to De-Activate a Health Home Participant or Re-Assign Health Home Participants to another designated health home if the Health Home is not effectively providing or managing Health Home Services to the Member, not achieving quality goals, not adhering to the MCO's protocols, or not meeting specific Member's needs, as determined by the MCO after consultation with the Health Home.	Definition of quality goals What if the client wants to stay with the HH? Any appeal process?	This should be negotiated between the MCO and the Health Home. Under review.
Article II - 2.10 Confidentiality	Health Home shall, and shall require Health Home Services Providers to comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), HIV confidentiality requirements of Article 27-F of the Public Health Law, Mental Hygiene Law Section 33.13, 42 CFR Part 2, and the confidentiality requirements set forth in the Medicaid Managed Care and Family Health Plus model contract between the MCO and NYSDOH. The parties acknowledge that Health Home is a business associate of MCO and agree to enter into a Business Associate Agreement, which shall be binding upon the parties to this Agreement.	Approved by DOH? That would be easier.	NYSDOH does not provide standard templates for BAAs.

Article/Section		Comment	NYSDOH Response
3.2	The MCOs must enter into a Business Associate Agreement with the Health Home Service Providers in order that those Health Home Service Providers may communicate directly with the MCO for the purpose of outreach. Once a member has signed the "Health Home Patient Information Sharing Consent" MCOs shall also share data necessary for the ongoing engagement and coordination of care. All communication must be consistent with state and federal laws and regulations concerning confidentiality and protection of health information. Notwithstanding any such agreement between the MCO and the Health Home Service Providers, the Health Homes shall still bear all responsibility for their Health Home Service Providers with respect to the provision of Health Home Services.	Suggest adding "to share data for outreach and engagement, ongoing coordination of care, and review and approval of plans of care." Do not understand the rationale for the language added to require MCOs to enter into BAA's with Health Home Service Providers.	The BAA is limited to sharing data for outreach because it is information that occurs prior to consent. Language added "Once a member has signed the *Health Home Patient Information Sharing Consent Form*, MCOs shall also share data necessary for the ongoing engagement and coordination of care." MCOs do not have a contractual relationship with CMAs, they have a contractual relationship with lead Health Homes. The MCOs need to sign a BAA with the CMAs to establish a relationship between them.
Article III – 3.4 MCO Responsibilities	MCO shall pay Health Home for Health Home Services pursuant to the rates set by NYSDOH. The MCO shall bill NYSDOH for Health Home Services for Health Home Participants and Outreach and Engagement for Health Home Candidates no less frequently than every fourteen (14) days. MCO shall pay Health Home for Health Home Services billed to the MCO within fourteen (14) ~~thirty (30)~~ days of MCO's receipt of payment from NYSDOH.	NYSDOH rates as a minimum? Language include ability of HHs to renegotiate rates to allow for VBP? Is this EVERY 14 days? Please confirm in writing that the MCO premium covers the entire health home payment. Can all plans adhere to the 14 days payment timeframe? Most claims systems are configured on a 30 day payment timeframe per the prompt pay law. Changes to this could be administratively costly for the MCOs to implement.	Included "as a minimum" to allow for the possibility for value based purchasing in the future. Yes. The increase to the MCO premium for transition of Behavioral Health service into Managed Care covers the Health Home administration costs for MCOs. The Health Home PMPM is still billed outside the capitation rate. Plans have had the opportunity to comment and express any concerns with this requirement.

Article/Section		Comment	NYSDOH Response
3.5 – Adjustments-Recoupment Adjustments for Incorrect/Over Payment to Health Home	Other than recovery for duplicate payments, MCO will provide Health Home with 30 days prior written notice before engaging in additional incorrect/over payment recovery efforts seeking recovery of the incorrect/over payment to the Health. Such notice shall state the specific information relating to such incorrect/over payment, payment amount and proposed adjustment with a reasonable explanation of the proposed adjustment. MCO will not initiate incorrect/over payment recovery efforts more than 24 months after the original payment unless authorized or required by the State.	Is there an appeals process? The MCO may be wrong.	Appeals process is addressed in Section 6.6.
4.2 Termination for Cause	MCO shall have the right to terminate this Agreement upon 60 days written notice, ~~or such earlier time period, if warranted,~~ if the Health Home (1) materially breaches this Agreement ~~and such breach is not cured within the 60 days' notice period;~~ (2) does not: (a) adhere to the reporting requirements; (b) achieve ~~the~~ quality goals or comply with Health Home Care Management Standards and Requirements; and/or (c) fails to comply with the MCO's protocols; (3) fails to maintain liability insurance as required, provided that, in the instance of (1) through (3) above, the Health Home is given 60 days after receipt of written notice to remediate such breach or deficiency.	4.2 states that a Health Home's loss of licensure or Health Home Designation is both cause for immediate termination by the MCO and subject to a 60-day cure opportunity. It cannot be both…	Removed "(3) fails to maintain liability insurance as required" as insurance lapse is subject to immediate termination.

Article/Section		Comment	NYSDOH Response
Article V – 5.1 Insurance and Indemnification	Health Home shall secure and maintain for itself and its employees, either a self-insurance plan for commercial general liability and /or professional liability coverage or obtain and maintain commercial general liability insurance and/or professional liability insurance coverage as applicable and as may be necessary to insure Health Home, its agents and employees, for claims arising out of events occurring during the term of this Agreement or any post termination activities under this Agreement.	Suggestion for Insurance option, section 5.1. [Some HHs are] self-funded and we [would] like to suggest the following change to the Administrative Services Agreement between our Health Home and our local MCO. This option may be considered for entities that are self-insured like ours.	Added "Health Home shall secure and maintain for itself and its employees, either a self-insurance plan for commercial general liability and /or professional liability coverage or obtain and maintain commercial general liability insurance and/or professional liability insurance coverage as applicable"
N/A	General Comment	It will be necessary for DOH to clarify for MCOs how these contract amendments will work if MCOs already have contracts in place with Health Homes for mainstream managed care agencies.	Guidance is being developed for submitting revised contracts to NYSDOH.