NEW YORK STATE DEPARTMENT OF HEALTH CARE MANAGEMENT ADMINISTRATIVE SERVICES CONTRACT GUIDELINES FOR MANAGED LONG TERM CARE PLANS

Revised October 18, 2013

I. Requirements to Obtain Contract Approval for Care Management Administrative Services Contracts (CMAS)

A. This includes a CMAS Contract between a managed care organization (MCO) and an entity (an "Administrator"), where the entity will perform Care Management Services, on behalf of the MCO. Such contracts and material amendments must comply with the requirements of these Guidelines and all other applicable statutes and regulations. An MCO shall submit for the New York State Department of Health (DOH) approval a CMAS agreement or template agreement of the Care Management Services Contracts that the MCO will use. Effective with this revision, templates are no longer permitted and will not be accepted for review. An MCO may contract for Care Management Services with more than one Administrator; however, to ensure the consistency of Care Management Services, an MCO may not assign more than one Administrator to an individual Member. An Administrator may also contract to provide Care Management Services with more than one MCO. The MCO is ultimately responsible for ensuring that Care Management Services are provided with respect to all services in the MCO's benefit package. Each executed CMAS must be submitted to DOH for state record.

B. Under no circumstance may the MCO implement a contract or material amendment if DOH, by written notice, has expressly withheld permission for the parties to proceed pending further review of the contract, or DOH has issued a written disapproval of the contract or material amendment.

C. A CMAS Contract or material amendment subject to these Guidelines shall be for Care Management Services, but may (although need not) also include the provision of medical services and technical and administrative services. If a contract for the provision of medical services includes Care Management Services, then the arrangement must comply with these guidelines and the New York State Department of Health Provider Contract Guidelines for MCOs. Arrangements to delegate management functions (as defined in Section VII below) must be addressed in a separate agreement. If the arrangement delegates management function(s), such as quality assurance or utilization management, and the provision of Care Management Services, then the contract for such arrangement must be addressed in a separate management agreement and comply with the New York State Department of Health Management Contract Guidelines for MCOs. A contract that provides for the provision of initial assessment and re-assessment services, but does not provide for the provision of any other Care Management Services, shall not be considered a CMAS Contract subject to these Guidelines. Service authorizations determined and provided to enrollees by Administrator on Administrator's letterhead shall constitute utilization management and require an approved management agreement.

D. These revised Guidelines are effective upon release . New CMAS Contracts and material amendments to existing contracts for Care Management Services submitted to DOH for review on or after the release of this document must adhere to these new Guidelines. Contracts and/or material amendments to contracts that were submitted prior to issuance of these guidelines, must be amended to comply with these guidelines no later than December 31, 2013. CMAS Contracts should specifically address: (i.) which entity is responsible for completing assessments and reassessments; (ii.) which entity is providing 24/7 access to care management staff; (iii.) the requirements and process for Administrator to prepare and submit reports to the MCO; and (iv.) standards for adherence to MCO's Care Management Protocols, and MCO evaluation of Administrator performance.

1. CMAS Agreements submitted subsequent to the release of this revised policy document must conform to these Guidelines and be submitted to DOH with a contract statement and certification form. These agreements remain subject to final DOH approval.

2. Plans which believe their previously submitted CMAS agreements (templates or single source) are in compliance with these revised guidelines, must attest to that effect. Plans who attest to compliance will be subject to sanctions if the Department determines otherwise. Attestations must include the unique contract identifier(s) assigned to the CMAS agreement, as originally submitted to DOH. Plans which determine their CMAS agreements (template or single source) do not adhere to the revised guidelines must submit amendments in a red line version for Department review and approval.

3. Subsequent changes to the Standard Clauses do not require the submission of contract amendments for DOH review and approval. The plan must substitute the updated Standard Clauses for the prior version in the agreement.

II. General Contracting Requirements and Prohibitions

A. The arrangement for payment of Care Management Services is between the Administrator and the MCO. The agreement must specify a term, and shall be no greater than 5 years.

B. In the event that the Administrator proposes to subcontract any Care Management Services, the subcontract must be approved by DOH and the material amendment or assignment agreement between the MCO and the subcontractor must expressly provide for the subcontracting of Care Management Services to the subcontractor. The subcontract will be subject to these guidelines and all applicable laws and regulations to the same extent as the Administrator.

C. Each MCO must submit its Care Management Protocols to DOH and any substantive changes that are made to previously approved protocols. The Administrator must comply with the MCO's approved Care Management Protocols. Plan protocols must contain the following provisions:

1. Provide one care management telephone contact per month for each enrollee;

2. Provide one care management home visit every six (6) months for each enrollee, which can be included as part of any re-assessment;

3. Ensure that the level and degree of care management and the Plan of Care for each enrollee address the needs of the enrollee and are based upon the acuity and severity of enrollees' physical and mental conditions;

4. Identify the ratio of care managers to enrollees taking into consideration a hierarchical structure based on the acuity and severity of enrollees' physical and mental conditions. If care management is provided in a "team approach," then the Care Management Protocols must address how the team operates;

5. Identify methods to educate and inform the enrollee, as applicable, about Consumer Directed Personal Assistance Services (CDPAS) and other service options when creating the Plan of Care with the enrollee after the assessment and reassessments;

6. Identify a reasonable minimum required response time to enrollee/member contacts. This should be based upon a hierarchy of need and triage principle, taking into consideration the enrollee's needs and types of request;

7. Identify the qualifications needed of care managers to demonstrate that care managers have the appropriate background in health care, social work, nursing and/or long term care;

8. The process for documentation in a record system of required phone contacts and home visits; and

9. If Care Management responsibilities are delegated, the Care Management Protocols must provide that MCO shall timely notify the applicable Administrator of (i) new enrollees in the MCO, and (ii) enrollees that are disenrolled from the MCO. Such notice shall be consistent with when and how the MCO is notified by DOH and/or the enrollment broker of this information.

III. Mandatory Contract Provisions:

A. Generally, this section lists provisions that must be included or addressed in contracts between MCOs and Administrators for Care Management Services. The required provisions are included within the Standard Clauses Appendix that must be attached to and incorporated into the contract. If a required provision is addressed in the Standard Clauses Appendix, it does not need to be duplicated in the main body of the contract. No amendments or revisions to the Standard Clauses Appendix will be approved. Proposed terms of the Care Management Administrative Services Contract must include but are not limited to provisions stating that:

1. The CMAS Contract is subject to the approval of the New York State Department of Health and if implemented prior to such approval, the parties agree to incorporate into the CMAS Contract any and all modifications required by the Department of Health for

approval or, alternatively, to terminate the CMAS Contract if so directed by the Department of Health, effective forty five (45) days subsequent to notice.

2. Any material amendment to the CMAS Contract is subject to the approval of the Department of Health, and any such material amendment shall be submitted for approval at least forty five (45) days in advance of anticipated execution. Amendments required due to changes in state law or regulation or as required by the Department of Health and implemented by MCO shall be unilaterally and automatically made upon forty five (45) days' notice to Administrator or as soon as practicable thereafter.

3. Assignment of the CMAS Contract requires the prior approval of the Commissioner of Health. Administrator shall not subcontract or otherwise delegate its duties under the CMAS Contract without the express written consent of MCO. Administrator shall require any MCO approved subcontractor to abide by and adhere to the requirements of the CMAS Contract and will ensure the CMAS Contract is incorporated by reference into the subcontract.

4. The Administrator agrees to comply fully and abide by the rules, reporting obligations, and policies and procedures that the MCO (a) has established or will establish to meet general or specific obligations placed on the MCO by statute, regulation, or DOH guidelines or policies, and (b) has provided to the Administrator at least thirty (30) days in advance of implementation, including but not limited to:

    - Quality improvement/management,
    - Utilization management, including but not limited to precertification procedures,
    - Referral process or protocols, reporting of clinical encounter data,
    - Member grievances, and
    - Care Management Protocols.

5. The Administrator agrees not to discriminate against an enrollee based on color, race, creed, age, gender, sexual orientation, disability, place of origin, source of payment or type of illness or condition. The parties to the CMAS Contract agree to comply with all applicable requirements of the Federal Americans with Disabilities Act.

6. The Administrator warrants that it possesses demonstrated expertise and experience in the coordination of long term care services and is a duly organized, validly existing organization in good standing that it is either a licensed health care provider (including, but not limited to, a health care facility licensed or certified in accordance with the provisions of article 28 or 36 of the public health law, an adult day health program established under Part 425 of 10 NYCRR, a facility or service licensed or certified by the mental hygiene law or an entity otherwise approved by the department as capable to render the services contemplated by this agreement) or an independent practice association, as defined in 10 NYCRR 98-1.2(w), composed of such licensed and certified entities. Administrator agrees it is, or its affiliated entities are, and will continue to be for the term of the CMAS Contract eligible to participate in the NYS Medicaid Program, and will comply with all applicable state and federal laws and regulations, including Medicaid Program requirements.

7. The MCO shall monitor the performance of the Administrator's obligations under the CMAS Contract, by reasonable and appropriate financial, programmatic and oversight tools and measures previously disclosed in writing to the Administrator. MCO and any government officials with oversight authority over the MCO, including but not limited to the Department of Health and Human Services, shall have the right, during normal business hours and upon advance written notice, to monitor, evaluate and verify, through inspection or other means, the Administrator's performance under the CMAS Contract and that such performance complies with the terms and standards of the CMAS Contract, the MCO and any Department of Health standards, including but not limited to access to Administrator records in the possession of the Administrator. MCO shall provide to Administrator its audit process, and audit Administrator on an ongoing basis to ensure compliance with MCO's Care Management Protocols. This provision shall survive the termination of the CMAS Contract regardless of the reason but shall be coterminous with the retention periods provided for in Standard Clause D.4.

8. The Administrator agrees that it is in compliance and will continue for the term of the CMAS Contract to comply with the MCO's contract with the State (the "MLTC Contract") to the extent pertinent to the Administrator's performance under this CMAS Contract and incorporated into the CMAS Contract, including but not limiting:

    i. The Administrator acknowledges that the MCO will monitor the performance of Administrator under the CMAS Contract, and will terminate the CMAS Contract if the Administrator's performance does not satisfy standards set forth in the MLTC Contract relevant to the Administrator's performance of the Contract;

    ii. The Administrator agrees that the work it performs under the CMAS Contract will conform to the terms of the MLTC Contract, and that upon written notice from the MCO it will take corrective action if the MCO identifies deficiencies or areas of needed improvement in the Administrator's performance;

    iii. The Administrator agrees to be bound by the confidentiality requirements set forth in the MLTC Contract;

    iv. The MCO shall not impose obligations and duties on the Administrator unless it has provided advance written notice to the Administrator or that impair any rights accorded to DOH, the local Department of Social Services, or the United States Department of Health and Human Services;

    v. The Administrator agrees, pursuant to 31 U.S.C.§1352 and CFR Part 93, that no Federally appropriated funds have been paid or will be paid to any person by or on behalf of the Administrator for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The

Administrator agrees to complete and submit the "Certification Regarding Lobbying", if the CMAS Contract exceeds $100,000. If any funds other than Federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a member of Congress, in connection with the award of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, and the CMAS Contract exceeds $100,000 the Administrator shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;

vi. The Administrator agrees to disclose to MCO on an ongoing basis, any managing employee that has been convicted of a misdemeanor or felony related to the person's involvement in any program under Medicare, Medicaid or a Title XX services program (Block grant programs);

vii. The Administrator agrees to monitor every thirty (30) days its employees and staff against the List of Excluded Individuals and Entities (LEIE) and excluded individuals posted by the OMIG on its Website and preclude them from participating in the CMAS Contract if excluded;

viii. The Administrator agrees to disclose to MCO complete "ownership," "control," and "relationship" information.

ix. The Administrator agrees to obtain for MCO ownership information from any subcontractor with whom the Administrator has had a business transaction totaling more than $25,000 during the 12 month period ending on the date of the request made by DOH, OMIG or DHHS. The information requested shall be provided to MCO within 35 days of such request.

9. The parties understand and acknowledge that pursuant to State and Federal law, the Office of the Medicaid Inspector General (OMIG) and/or the Office of the Inspector General (OIG) may review and audit all contracts, claims, bills and other expenditures of medical assistance program funds to determine compliance. Each party agrees to indemnify and hold the other party harmless from any and all liability arising out of any suit, investigation, administrative action, fine, penalty or sanction by or relating to OMIG and/or OIG against the other party relating to the indemnifying party's negligent or wrongful actions that are the direct cause of any such liability.

10. The parties to the CMAS Contract agree to comply with all applicable requirements of the: Health Insurance Portability and Accessibility Act of 1996, 42 USC 1320 (d); the Health Information Technology for Economic and Clinical Health Act ("HITECH") (Pub L 111-5, 123 Stat 115) Public Health Law Article 27-F; and Mental Hygiene Law § 33.13.

11. The CMAS Contract, including appendices, constitutes the entire CMAS Contract between the parties with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

12. The validity and interpretation of the CMAS Contract and the rights and obligations of the parties under the CMAS Contract shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

13. The MCO and Administrator each agree that nothing within the CMAS Contract is intended to, or shall be deemed to, transfer liability for its own acts or omissions, by indemnification or otherwise, to the other.

14. The parties agree that the payment terms are reasonable and do not jeopardize the financial security of the MCO. The Administrator will not assume financial risk for care coordination services under the CMAS Contract.

15. Pursuant to consent/authorization by the enrollee, the Administrator will make the enrollee's medical records and other personally identifiable information (including encounter data for government- sponsored programs) available to the MCO for preauthorization, concurrent review, quality assurance, (including Quality Assurance Reporting Requirements (QARR)), payment processing, and qualification for government programs, including but not limited to newborn eligibility for Supplemental Security Income (SSI) and for MCO/Administrator analysis and recovery of overpayments due to fraud and abuse. The Administrator will also make enrollee medical records available to the State for management audits, financial audits, program monitoring and evaluation, licensure or certification of facilities or individuals, and as otherwise required by state law. The Administrator shall provide copies of such records to NYDOH at no cost to the State. The Administrator expressly acknowledges that he/she/it shall also provide to the MCO and the State (at no expense to the State), on request, all financial data and reports, and information concerning the appropriateness and quality of services provided, as required by law. These provisions shall survive termination of the contract for any reason.

15-a. The MCO agrees to make available to the Administrator all medical records, personally identifiable information and other relevant documents and information necessary to satisfactorily allow the Administrator to fulfill its obligations pursuant to this Contract as well as state and federal law, and consistent with the provisions of the federal Health Information Portability and Accountability Act, the regulations promulgated pursuant to such Act and the Business Associate Agreement entered into between the MCO and the Administrator.

16. The MCO and the Administrator agree that the MCO will obtain consent directly from enrollees at the time of enrollment or at the earliest opportunity, or that Administrator will obtain consent from enrollees at the time service is rendered or at the earliest opportunity, for disclosure of medical records to the MCO or to third parties for Care Management Services.

17. The Administrator agrees to disclose the nature and extent of services provided and to furnish records to DOH and/or the United States Department of Health and Human Services, the County Department of Social Services, the Comptroller of the State of New York, the Office of the Medicaid Inspector General, the New York State Attorney General, and the Comptroller General of the United States and their authorized representatives upon request. This provision shall survive the termination of the CMAS Contract regardless of the reason.

18. The parties agree that medical records and all other records relating to the Administrator's performance under this Contract shall be retained for a period of six (6) years after the date of service, and in the case of a minor, for three (3) years after majority or six (6) years after the date of service, whichever is later, or for such longer period as specified elsewhere within the CMAS Contract. This provision shall survive the termination of the CMAS Contract regardless of the reason.

19. Annual certified financial statements of the Administrator, if available or, if not, reports on the Administrator's financial operations, will be provided to the MCO, and any other operational data reasonable and relevant to the services provided under this Contract when requested by the governing authority of the MCO, the Commissioner or Superintendent of the Department of Financial Services, will be provided by the Administrator.

20. Termination or non-renewal of the CMAS Contract requires notice to the Commissioner of Health. The effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days' notice provided the MCO demonstrates that circumstances exist which threaten imminent harm to enrollees or which result in Administrator being legally unable to deliver the Care Management services and, therefore, justify or require immediate termination.

21. In the event either party gives notice of termination of the CMAS Contract, the parties agree that the Administrator shall continue to provide Administrative and Technical Services to the MCO's enrollees pursuant to the terms of the CMAS Contract, including all payment obligations of the MCO, for 180 days following the effective date of termination, or until such time as the MCO makes other arrangements, whichever first occurs. This provision shall survive termination of the CMAS Contract regardless of the reason for the termination.

22. In the event of termination of the CMAS Contract, the Administrator agrees to assist in the orderly transfer of enrollees to another Administrator.

23. Notwithstanding any other provision herein, the MCO retains the option to immediately terminate the CMAS Contract when the Administrator has been terminated or suspended from the Medicaid Program.

24. Following termination of the CMAS Contract, each party shall stop using and return and/or destroy all proprietary information of the other. This provision shall survive the termination of the CMAS Contract regardless of the reason.

25. The parties acknowledge that Administrator is a business associate of MCO and agree to enter into a Business Associate Agreement, which shall be binding upon the parties to the CMAS Contract.

26. Each party shall appoint a person responsible for coordination, communication, dispute resolution and other related activities and shall notify the other of the person's contact information. In the event the contact person is changed, the party making such change shall immediately notify the other and provide such contact information.

27. To the extent that arbitration or alternative dispute resolution is authorized elsewhere in the CMAS Contract, the parties to the CMAS Contract acknowledge that the Commissioner is not bound by arbitration or mediation decisions. Arbitration or mediation shall occur within New York State, and the Commissioner will be given notice of all issues going to arbitration or mediation, and copies of all decisions.

IV. Contract Review Process

A. A proposed CMAS contract or material amendment must be submitted to the Department for its approval at least 45 days prior to the contract's or amendment's proposed effective date for MCOs with valid certificates of authority.

B. Submission Requirements. DOH review will commence upon receipt of **ALL** of the following (incomplete submissions will not be accepted):

1. One (1) electronic copy of each contract or material amendment submitted for approval, in a standard searchable PDF format, with copy/read permissions, or transmitted as a PDF file attached to an e-mail, that meets the following requirements:

    - the Standard Clauses Appendix, without modification, must be attached to the contract (not required for material amendments) and the provisions of such Appendix must be expressly incorporated by reference into the contract;

    - each contract or material contract amendment must have an MCO assigned unique identifier made up of any combination of letters and numbers; a new unique identifier must be assigned whenever the contract or material amendment is modified;

    - each contract or contract material amendment must be dated and all material amendments must reference the date of the originally approved contract;

    - all new and amended language shall be underlined and all deleted language bracketed, or otherwise highlighted (e.g. a redlined version) for ease of review;

- expired contracts will not be considered for renewal nor will a material amendment to an expired contract resurrect the terms of the agreement. A new CMAS Contract must be submitted according to these guidelines in both instances.

C. A completed "CMAS Contract Statement and Certification" for each contract or material amendment, bearing the same MCO assigned unique identifier as the submitted contract or material amendment. In all cases, the certification must be signed by an officer of the MCO or the MCO's legal counsel. If at any time during the review process, modifications are made to the submitted contract or material amendment that render inaccurate any statements made in the "CMAS Contract Statement and Certification", the MCO must submit a new, corrected, and signed "CMAS Contract Statement and Certification".

D. 45 Day Review:

Contracts and material amendments will be reviewed within 45 days of receipt of a complete submission if:

1. the DOH certification is signed, dated and notarized; and

2. the contract expressly provides that the parties agree to incorporate all modifications required by DOH for approval, or to terminate the contract if so directed by DOH.

E. Send to: New York State Department of Health
Bureau of Managed Long Term Care
ESP - Corning Tower Building
19th Floor – Room 1911
Albany, New York 12237

F. After DOH approval is received, the MCO must submit an electronic copy of any executed contract or material amendment in a standard searchable PDF format, with copy/read permissions. The signature page demonstrating execution of the contract or material amendment may be a scanned electronic image included in the electronic submission, submitted as a hard copy with the CD-ROM or as a PDF file attached to an e-mail.

V. Date of Contract Implementation

A. **Any contract or material amendment that does not satisfy the requirements of Section IV above may not be implemented without the prior written approval of DOH.**

B. The parties may implement a contract or a material amendment when 45 days have elapsed after receipt by DOH of an application that meets the requirements of Section IV above, including but not limited to: expressly incorporating by reference in the agreement the terms of the Standard Clauses Appendix; and submitting a signed contract statement and certification form. Such implementation is subject to DOH final approval and to making any modifications required by DOH.

A contract or material amendment that is implemented after 45 days, but prior to final approval by DOH, shall contain express provisions whereby the parties agree that the contract or material amendment is subject to final DOH approval, that the parties will make any modifications to the contract or material amendment required by DOH, and that the parties will terminate the contract or material amendment if so directed by DOH.

C. Contracts and material amendments cannot be implemented prior to the 45th day, unless DOH has completed its review and issued written approval.

D. DOH will routinely select a sample of approved contracts and contract material amendments submitted from all MCOs for full verification of consistency with applicable laws, regulations, guidelines, and the submitted "CMAS Contract Statement and Certification".

E. Notwithstanding the issuance by DOH of a final written approval of a contract or material amendment, DOH may require the parties to make modifications to the contract or take other corrective action if DOH subsequently discovers, through verification review or by any other means, that, contrary to representations made by the MCO, including the CMAS Contract Statement and Certification, the contract contains provisions which are inconsistent with such representations and/or which are not in conformance with applicable laws, regulations, or Guideline provisions. An MCO's failure to make required modifications to the contract or to take other corrective action, as directed by DOH, may result in enforcement action in appropriate circumstances.

VI. Renewals, Material Amendments or Termination of Care Management Administrative Services Contracts

A. The request to renew a CMAS Contract must be submitted at least 45 days prior to the expiration of the existing contract.

B. Any termination or non-renewal of a CMAS Contract, whether initiated by the MCO or the Administrator, requires notice to the Commissioner. The effective date of termination shall not be less than 45 days after receipt of notice by either party, provided, however, that termination, by the MCO may be effected on less than 45 days' notice provided that the MCO determines that circumstances exist which threaten imminent harm to enrollees or which result in Administrator being legally unable to deliver the covered services and, therefore, justify or require immediate termination.

C. Material Amendments to a Care Management Administrative Services Contract:

1. Any material amendment to a CMAS Contract must be submitted at least 45 days prior to implementation.

VII.Definitions

As used in these Guidelines:

"Administrator" means any entity performing Technical and Administrative Services as defined herein for the provision of Care Management Services on behalf of an MCO.

"Care Management Services" means the delegation by the MCO of the process that assesses the need for and assists enrollees in a managed long term care plan to access necessary covered services as identified in the Care Plan. It also provides referral and coordination of other services in support of the Care Plan. Care Management Services assists enrollees to obtain needed medical, social, educational, psychosocial, financial and other services in support of the Care Plan irrespective of whether the needed services are covered under the capitation payment to the MCO.

"Care Plan/Person Centered Service Plan" is a written description in the care management record of member-specific health care goals to be achieved and the amount, duration and scope of the covered services to be provided to an Enrollee in order to achieve such goals. The person centered individual service plan is based on assessment of the member's health care needs and developed in consultation with the member and his/her informal supports. The plan includes consideration of the current and unique psycho-social and medical needs and history of the enrollee, as well as the person's functional level and support systems. Effectiveness of the person centered service plan is monitored through reassessment and a determination as to whether the health care goals are being met. Non-covered services which interrelate with the covered services identified on the plan and services of informal supports necessary to support the health care goals and effectiveness of the covered services should be clearly identified on the person centered service plan or elsewhere in the care management record.

"Material Amendments" include but are not limited to any changes to a required contract provision, any change to or addition of a risk sharing arrangement other than the routine trending of fees or other reimbursement amounts, the addition of an exclusivity, most favored nation, or non-compete clause, any proposed subcontracting of the statutory or regulatory responsibilities of an MCO and any proposed revocation of an approved subcontract.

"MCO" means a managed long term care plan certified or operating pursuant to PHL section 4403-f.

"Technical and administrative services" refers to any functions (other than medical services) that an MCO is not prohibited from delegating by 10 NYCRR 98-1.11(i), and that are not functions listed in 10 NYCRR 98-1.11(j) requiring NYDOH approval of a management contract. Administrative services include administrative expenses provided through the contract that the MCO would otherwise have reported on the MCO's own cost report. They do not include administrative expenses incurred by provider in the course of performing the provider's business.