HMO CONTRACTS WITH IDSs
Contract Changes Filing Form

For contracts with IDSs that assume financial risk.

Name of HMO _____
Date of filing _____
Contact person _____

1. Name of integrated delivery system	
2. Date of contract	
3. Delivery System's - Contact person: ..... Address: .... Phone number.....	
4. Since submission of the last filing form, have any events occurred which caused the HMO to change its plan for monitoring the IDS's financial condition?	[Yes]_____ [No] _____
5. If "Yes" to 4, please explain.	
6. Since submission of the last filing form, has any reported information changed, in the following areas:	
a. Any administrative orders, cease and desist orders, fines or suspensions against the IDS;	[Yes]_____ [No] _____
b. Any legal actions that could affect the IDS's ability to perform;	[Yes]_____ [No] _____
c. Outstanding loans to either the IDS or its employees from the HMO;	[Yes]_____ [No] _____
d. Ownership or control of the IDS;	[Yes]_____ [No] _____
e. Addition or deletion of any IDS subcontractors?	[Yes]_____ [No] _____
7. If "Yes" to any part of 6, please explain.	
8. Does the IDS provide the HMO with audited financial statements on an annual basis and un-audited interim statements on a regular ongoing basis?	[Yes]_____ [No] _____
9. If "Yes" to 8, please indicate whether the HMO uses other financial controls. Please identify.	

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10. Does amendment of the contract result in a change in the information provided on a previous contract filing form, in any of the following areas:		
a. Method of reimbursement for services the HMO will use;.....	[Yes]_____	[No] _____
b. Source of funds to satisfy any potential deficit;.....	[Yes]_____	[No] _____
c. In the dollar amount held by the HMO for potential IDS insolvency?.....	[Yes]_____	[No] _____

11. If "Yes" to any part of 10. Please explain. .....
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12. Subsequent to the amendment, does the contract contain the following:		
a. A hold harmless provision, ...	[Yes]_____	[No] _____
b. A provision for the maintenance of books, accounts & records by the IDS;	[Yes]_____	[No] _____
c. A provision authorizing HMO access to the IDS's books, accounts and records;....	[Yes]_____	[No] _____
d. A provision that the HMO receive audited annual & unaudited interim financial statements from the IDS;.....	[Yes]_____	[No] _____
e. A provision that the HMO receive information on the IDS's reserves;.....	[Yes]_____	[No] _____
f. A provision that the IDS post a financial security instrument;	[Yes]_____	[No] _____
g. A withholding provision;	[Yes]_____	[No] _____
h. A provision for the IDS to carry general liability insurance;.....	[Yes]_____	[No] _____
i. A provision for participating providers to carry professional liability insurance; ...	[Yes]_____	[No] _____
j. A provision for the IDS to secure a surety bond;.....	[Yes]_____	[No] _____
k. A provision for the IDS to secure excess of loss insurance;	[Yes]_____	[No] _____
l. A prohibition on the assignment of contract rights or obligations;.....	[Yes]_____	[No] _____
m. A provision that the HMO be advised of, and be permitted to object to, any IDS subcontractor;	[Yes]_____	[No] _____
n. A provision for the termination of the contract;.....	[Yes]_____	[No] _____
o. A provision for establishing a plan for financial monitoring of the IDS;	[Yes]_____	[No] _____
p. A provision for the IDS to carry appropriate insurance coverage;	[Yes]_____	[No] _____
q. A provision that the IDS advise the HMO of matters affecting the IDS's ability to perform under the contract?	[Yes]_____	[No] _____

If "No" to any part of 12, please explain. .....

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13. Subsequent to the amendment, does this IDS contract result in:		
a. A contract where 50% or more of the HMO's annual aggregate premium is transferred to a single IDS;	[Yes]_____	[No] _____
b. Multiple contracts where 75% or more of the HMO's annual aggregate premium is transferred to one or more IDSs;	[Yes]_____	[No] _____
c. A contract with an IDS that has control of the HMO;	[Yes]_____	[No] _____
d. A contract which transfers the claims processing, payment or adjudication functions to the IDS;	[Yes]_____	[No] _____
e. A contract which transfers managerial control of the HMO's information systems to the IDS;	[Yes]_____	[No] _____
f. A contract with an IDS that employs any individual also employed by the HMO;	[Yes]_____	[No] _____
g. A contract with an IDS that has officers or directors shared by the HMO;	[Yes]_____	[No] _____
h. Contract provisions which might be construed as impeding or limiting the Department's authority under the Examination Law?	[Yes]_____	[No] _____

14. If "Yes" to any part of 13, please explain .....
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