An authorized representative of the HMO who is legally authorized to certify the information requested in the name of and on behalf of the HMO is required to complete and sign the HMO Attestations and provide all requested information. HMO's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:
The HMO (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Submission:		
Entity's Legal Form:		□ Corporation □ Partnership □ Sole Proprietorship □ Other _____
No.	**Ref.**	Requirement:
1.	Section III.B.1	As of the Submission Due Date, HMO represents and warrants that it: □ possesses □ does not possess the legal capacity to enter into a contract with the President of the New York State Civil Service Commission ("Commissioner").
2.	Section III.B.2	As of the Submission Due Date, HMO represents and warrants that it: □ is □ is not (1) licensed to transact accident and health insurance business in New York State in accordance with Article 44 of the Public Health Law, and/or (2) subject to Article 43 of the New York State Insurance Law, and/or (3) certified/licensed in accordance with the certification and oversight jurisdiction imposed by another state where applicable. In the case of an HMO proposing a Service Area in both New York and New Jersey, the New Jersey benefits must provide the same plan as New York and comply with requirements of the Specifications and federal law.
3.	Section III.B.3	As of the Submission Due Date, HMO represents and warrants that it: □ is □ is not in operation as a going concern, as cited in Section III.B.2 of these Specifications, at least two (2) years prior to the Submission Due Date set forth in Section II.A.1 - Time Line of Key Events - of these Specifications.
4.	Section III.B.4	As of the Submission Due Date, HMO acknowledges and agrees that it: □ is □ is not accredited by the National Committee on Quality Assurance (NCQA**)** and/or Utilization Review Accreditation Committee (URAC). Submit current status of the NCQA and/or URAC ranking.

5.	Section III.B.5	As of the Submission Due Date, HMO represents and warrants that it: □ has □ will have the required certification for its requested Service Area as cited in Section III.B.2 of these Specifications on or before the Notification of Approval/Disapproval Date set forth in Section II.A.1.
6.	Section III.B.6	As of the Submission Due Date, HMO represents and warrants that it: □ will □ will not agree to accept all determinations of eligibility as made by the Department and provide a rider that is identical to the NYSHIP eligibility criteria presented in Section IV.A and Exhibit II.C of the Specifications.
7.	Section III.B.7	As of the Submission Due Date, HMO represents and warrants that it: □ will □ will not agree to use the enrollment data transmission protocol and encryption method stipulated by the Department. The current data transmission protocol must be Secure FTP, and the current encryption methodology must be PGP or as otherwise specified by the Department. Secure FTP must be compatible with the Open SSH implementation of Secure FTP. Further, the HMO agrees to execute the Department's Third Party Connection Agreement and Third Party User Agreement and their amendments as required and any other agreement or protocol required by the Department to ensure the security of its data transmissions.
8.	Section III.B.8	At the time of submission HMO represents and warrants that it: □ will □ will not provide coverage to both NYSHIP primary and Medicare primary enrollees and dependents that comply with the requirements of the Specifications throughout the term of the agreement. If the HMO has an approved Medicare Advantage Plan with Part D coverage in a Commercial Plan service area it MUST offer the Medicare Advantage Plan to Medicare primary enrollees. HMOs cannot offer a Plan that provides coverage to Medicare eligible enrollees only.
~~9.~~	~~Section III.B.9~~	**Amended May 19, 2015** ~~At the time of submission HMO represents and warrants that it:~~ ~~□ will~~ ~~□ will not~~ ~~offer a benefit design with essential health benefits that offers the same level of benefits as an allowable benchmark, which is Oxford. If the HMO does not use Oxford as a benchmark it must provide a rider to include the same essential benefits as Oxford. State the benchmark plan that the HMO has selected.~~

10.	Section III.B.10	At the time of submission HMO represents and warrants that it: □ will □ will not accept a signed and valid NYSHIP Authorization for Release of Protected Health Information form, or any alternative form developed during the contract term, for the purpose of the release of Protected Health Information to the Department.

Date: _____ _____

Signature
[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____in the year 2015, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____ , State of _____ ; and further that:

[Check One]

(___ If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(___If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

_____
Notary Public