

Contract

BETWEEN

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

CENTERS FOR MEDICARE & MEDICAID SERVICES

IN PARTNERSHIP WITH

Texas Health and Human Services Commission

AND

<Entity>

EFFECTIVE:

November 1, 2020

This Contract, made on August 1, 2017, is hereby amended and restated effective November 1, 2020, is between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the State of Texas, acting by and through the Health and Human Services Commission (HHSC), and <Entity> (the STAR+PLUS MMP). The STAR+PLUS MMP's principal place of business is <Principal Place of Business>.

WHEREAS, CMS is an agency of the United States, Department of Health and Human Services, responsible for the administration of the Medicare, Medicaid, and State Children's Health Insurance Programs under Title XVIII, Title XIX, Title XI, and Title XXI of the Social Security Act;

WHEREAS, Section 1115A of the Social Security Act provides CMS the authority to test innovative payment and service delivery models to reduce program expenditures while preserving or enhancing the quality of care furnished to individuals under such titles, including allowing states to test and evaluate fully integrating care for dual eligible individuals in the State;

WHEREAS, HHSC is an agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et seq., and Chapter 533, Texas Government Code designed to pay for medical, behavioral health, and long term services and supports (LTSS) for eligible beneficiaries;

WHEREAS, the STAR+PLUS MMP is in the business of providing or arranging for health-related services, and CMS and HHSC desire to purchase such services from the STAR+PLUS MMP;

WHEREAS, the STAR+PLUS MMP agrees to furnish these services in accordance with the terms and conditions of this Contract and in compliance with all federal and State laws and regulations;

WHEREAS, in accordance with Section 5.9 of the Contract, CMS, HHSC and the Entity desire to amend the Contract;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the Parties agree as follows:

1. This Addendum deletes and replaces the language in **Subsection 4.1.2** with the following :

4.1.2 Demonstration Year Dates

4.1.2.1. While Capitation Rate updates will take place each State Fiscal Year and calendar year or more frequently, as described in this section, savings percentages and quality withhold percentages (see Sections 4.2.4 and 4.4.5) will be applied based on Demonstration Years, as follows:

- 4.1.2.1.1 Demonstration Year 1.a: March 1-December 31, 2015
- 4.1.2.1.2 Demonstration Year 1.b: January 1-December 31, 2016
- 4.1.2.1.3 Demonstration Year 2: January 1-December 31, 2017
- 4.1.2.1.4 Demonstration Year 3: January 1-December 31, 2018
- 4.1.2.1.5 Demonstration Year 4: January 1-December 31, 2019
- 4.1.2.1.6 Demonstration Year 5: January 1- December 31, 2020
- 4.1.2.1.7 Demonstration Year 6: January 1- December 31, 2021
- 4.1.2.1.8 Contingent on STAR+PLUS procurement and or a further bridge amendment for Contract Year 2022, Demonstration Year 7: January 1 – December 31, 2022
- 4.1.2.1.9 Contingent on STAR+PLUS procurement and or a further bridge amendment for Contract Year 2023, Demonstration Year 8: January 1 – December 31, 2023

2. This Addendum deletes and replaces the language in **Subsection 4.2.4** with the following:

4.2.4 Aggregate Savings Percentages

4.2.4.1 Aggregate savings percentages, as follows, will be applied equally to the baseline spending amounts for the Medicare Parts A/B Component and the Medicaid Component of the capitated rate, provided that such savings percentages may be adjusted in accordance with Section 4.2.4.2.

4.2.4.1.1 Demonstration Year 1.a: 1.25%

4.2.4.1.2 Demonstration Year 1.b: 2.75%

4.2.4.1.3 Demonstration Year 2: 3.75%

4.2.4.1.4 Demonstration Year 3: 5.5%

4.2.4.1.5 Demonstration Year 4: 5.5%

4.2.4.1.6 Demonstration Year 5: 5.5%

4.2.4.1.7 Demonstration Year 6: 5.5%

4.2.4.1.8 Contingent on STAR+PLUS procurement and or a further bridge amendment for Contract Year 2022, Demonstration Year 7: 5.5%

4.2.4.1.9 Contingent on STAR+PLUS procurement and or a further bridge amendment for Contract Year 2023, Demonstration Year 8: 5.5%

3. This addendum deletes and replaces the language in **Subsection 4.4.5.6** with the following:

4.4.5.6. Withhold Measures in Demonstration Years 2-8

4.4.5.6.1. For the Medicaid component of the Capitation Payment, the quality withhold will increase to 2% in Demonstration Year 2 and 3% in Demonstration Years 3-8. For the Medicare A/B component of the Capitation Payment, the quality withhold will increase to 2% in Demonstration Year 2, 3% in Demonstration Years 3-5, and 4% in Demonstration Years 6-8.

4.4.5.6.2. Payment will be based on performance on the quality withhold measures listed in Table 4-4 below. The STAR+PLUS MMP must report these measures according to the prevailing technical specifications for the applicable measurement year.

4.4.5.6.3. If the STAR+PLUS MMP is unable to report at least three (3) of the quality withhold measures listed in Table 4-4 for a given year due to low Enrollment or inability to meet other reporting criteria, alternative measures will be used in the quality withhold analysis. Additional information about this policy is available in separate technical guidance.

Table 4-4 Quality Withhold Measures for Demonstration Years 2 - 8

Measure	Source	CMS Core Withhold Measure	State-Specified Withhold Measure
Encounter data	CMS defined process measure	X	
Plan all-cause readmissions	NCQA/HEDIS	X	
Annual flu vaccine	CAHPS	X	
Follow-up after hospitalization for mental illness	NCQA/HEDIS	X	
Reducing the risk of falling	NCQA/HEDIS/HOS	X	
Controlling blood pressure	NCQA/HEDIS	X	
Part D medication adherence for diabetes medications	PQA/PDE Data	X	
Decisions about Long-Term Services and Supports	State-defined measure		X
Nursing Facility transition	State-defined measure		X
Integrated Plan of Care update	State-defined measure		X

4. This Addendum deletes and replaces **Subsection 5.8.1** with the following:

5.8.1 Contract Term

5.8.1. Contract Effective Date

5.8.1.1. This Contract shall be in effect through December 31, 2021, and, so long as the STAR+PLUS MMP has not provided CMS with a notice of intention not to renew, and CMS/HHSC have not provided the STAR+PLUS MMP with a notice of intention not to renew, pursuant to 42 C.F.R. § 422.506, shall pending STAR+PLUS procurement, be renewed in one year terms, through December 31, 2023.

5. This Addendum adds a new Appendix I – Additional Medicare Waivers:

“In addition to the waivers granted for the Demonstration in the MOU, CMS hereby waives:

I1. Section 1860-D1 of the Social Security Act, as implemented in 42 C.F.R. § 423.38(c)(4)(i), and extend Sections 1851 (a), (c), (e), and (g) of the Social Security Act, as implements in 42 C.F.R. Part 422, Subpart B only insofar as such provisions are inconsistent with allowing dually eligible beneficiaries to change enrollment on a monthly basis.

I2. Section 1851(d) of the Social Security Act and the implementing regulations at 42 C.F.R. § 422, Subpart C, only insofar as such provisions are inconsistent with the network adequacy processes provided under the Demonstration.”

In Witness Whereof, CMS, HHSC, and the STAR+PLUS MMP have caused this Agreement to be executed by their respective authorized officers:

(Entity)

(Date)

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In Witness Whereof, CMS, HHSC, and the STAR+PLUS MMP have caused this Agreement to be executed by their respective authorized officers:

Shantrina Roberts

(Date)

Deputy Director, Division of Managed Care Operations

Centers for Medicare & Medicaid Services

United States Department of Health and Human Services

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In Witness Whereof, CMS, EOHHS, and the STAR+PLUS MMP have caused this Agreement to be executed by their respective authorized officers:

Kathryn Coleman

(Date)

Director

Medicare Drug & Health Plan Contract Administration Group

Centers for Medicare & Medicaid Services

United States Department of Health and Human Services

In Witness Whereof, CMS, HHSC, and the STAR+PLUS MMP have caused this Agreement to be executed by their respective authorized officers:

Cecile Young

Executive Commissioner

Texas Health and Human Services Commission

Date