

Contract

Between

**United States Department of Health and Human Services
Centers for Medicare & Medicaid Services**

In Partnership with

State of Ohio Department of Medicaid

and

[PLAN NAME]

Effective: January 1, 2022

This Contract, effective on July 1, 2019, amended by addendums effective February 1, 2020 and January 1, 2021, hereby amended by addendum effective January 1, 2022, is between the Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the State of Ohio, acting by and through the State of Ohio Department of Medicaid (ODM) and [PLAN NAME], the Integrated Care Delivery System (ICDS) Plan. The ICDS Plan's principal place of business is [PLAN ADDRESS].

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

WHEREAS, the Ohio Department of Medicaid (ODM) is an agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et seq., and Title 51 of the Ohio Revised Code, designed to pay for medical services for eligible individuals;

WHEREAS, Section 1115A of the Social Security Act provides CMS the authority to test innovative payment and service delivery models to reduce program expenditures under Titles XVIII and XIX of the Social Security Act 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, the ICDS Plan is in the business of providing coverage for medical services, and CMS and ODM desire to purchase such services from the ICDS Plan;

WHEREAS, in accordance with Section 5.8 of the Contract, CMS and the Contractor desire to amend the Contract;

WHEREAS, the ICDS Plan agrees to furnish these services in accordance with the terms and conditions of this Contract and in compliance with all federal and Ohio laws and regulations;

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

1. This Addendum amends Subsection 4.2.7.1 as follows:

“4.2.7.1. Risk Corridors will be established for Demonstration Years 7 and 8.”

2. This Addendum amends Subsection 4.2.7.10 as follows:

“4.2.7.10. Risk Corridor Tiers: CMS and ODM will use the bands as described below and in Figure 4.1 to address potential ICDS Plan gains/losses in Demonstration Years 7 and 8. ICDS Plan gains/losses will be calculated consistently with the underwriting gain (UWG) definition as defined in the ICDS Plan cost report process, and subject to the limits of the calculation components outlined in this contract.

- 4.2.7.1.1. Losses greater than 2%: ODM and CMS would share in 100% of the risk, as described in Section 4.2.7.6.

- 4.2.7.1.2. Between 0 and 2% loss: The ICDS Plan would bear 50% of the risk/reward; ODM and CMS would share in the other 50%, as described in Section 4.2.7.6.
- 4.2.7.1.3. Gains between 0 and 4%: The ICDS Plan would bear 100% of the reward.
- 4.2.7.1.4. Gains between 4% and 6%: The ICDS Plan would bear 50% of the reward; ODM and CMS would share in the other 50%, as described in Section 4.2.7.6.
- 4.2.7.1.5. Greater than 6% gain: ODM and CMS would share in 100% of the reward, as described in Section 4.2.7.6.

Figure 4.1 – Demonstration Years 7 and 8 Risk Corridor Tiers

Percentage of Gain/Loss¹	ICDS Plan Share	CMS/ODM Share²
Loss > 2%	0%	100%
Loss ≤2% and <0%	50%	50%
Gain >0% and ≤4%	100%	0%
Gain >4% and ≤6%	50%	50%
Gain >6%	0%	100%

1. Loss and gain reflected on an incremental basis, rounded to the nearest one tenth of a percent. For example, gains >6% still results in risk sharing reconciliation for the gains between 4.1% and 6.0%.
2. CMS and ODM share determined by Medicare A/B and Medicaid contributions to capitated rate revenue, excluding Medicare Part D.”

Signatures

In Witness Whereof, CMS, ODM, and the ICDS Plan have caused this Agreement to be executed by their respective authorized officers:

[ICDS Plan Signatory Name]
[ICDS Plan Signatory Title]
[ICDS Plan]

Date

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In Witness Whereof, CMS, ODM, and the ICDS Plan have caused this Agreement to be executed by their respective authorized officers:

Lindsay P. Barnette
Director
Models, Demonstrations & Analysis Group
Medicare-Medicaid Coordination Office
Centers for Medicare & Medicaid Services
United States Department of Health and Human Services

Date

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In Witness Whereof, CMS, ODM, and the ICDS Plan have caused this Agreement to be executed by their respective authorized officers:

Kathryn Coleman
Director
Medicare Drug & Health Plan Contract Administration Group
Centers for Medicare & Medicaid Services
United States Department of Health and Human Services

Date

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In Witness Whereof, CMS, ODM, and the ICDS Plan have caused this Agreement to be executed by their respective authorized officers:

Maureen M. Corcoran
Director
Ohio Department of Medicaid

Date

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