Contract Amendment

BETWEEN

UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES

CENTERS FOR MEDICARE & MEDICAID SERVICES

IN PARTNERSHIP WITH

Texas Health and Human Services Commission

AND

< STAR PLUS+MMP >

HHSC Contract No. Insert contract

EFFECTIVE:

December 1, 2023

This Contract amended effective August 1, 2017, and amended by addendums effective November 1, 2020, December 1, 2021, and December 1, 2022, hereby amended effective December 1, 2023, and denominated HHSC Contract No. ******; 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 (STAR+PLUS MMP), collectively referred to as “Parties”. The Contractor’s principal place of business is [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 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 want 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, the Parties originally executed this Contract on November 14, 2014 and subsequently amended the Contract on December 15, 2015, August 1, 2017, November 1, 2020, December 1, 2021, and December 1, 2022, respectively.

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 Amendment deletes and replaces the language in **Subsection 2.7.5.4** with the following:

   2.7.5.4. Effective January 1, 2024, the STAR+PLUS MMP must give Enrollees written notice of termination of an Enrollee's PCP or an Enrollee's Network Provider irrespective of whether the termination was for cause or without cause as provided below. The STAR+PLUS MMP must make a good faith effort to provide Enrollees written notice of a termination within the timeframes described below.

   2.7.5.4.1. For contract terminations that involve a primary care or behavioral health Provider, the STAR+PLUS MMP must, at least forty-five (45) calendar days before the termination effective date, provide written notice, consistent with the requirements set forth at 42 C.F.R. § 422.2267(e)(12), and make one attempt at telephonic notice to Enrollees (unless Enrollees have opted out of calls) who are currently assigned to that Primary Care Provider and to Enrollees who have been patients of the Primary Care Provider or behavioral health Provider within the past three (3) years prior to the termination date.

   2.7.5.4.2. For contract terminations that involve specialty types other than primary care or behavioral health, the STAR+PLUS MMP must, at least thirty (30) calendar days before the termination effective date, provide written notice, consistent with the requirements set forth at 42 C.F.R. § 422.2267(e)(12), to all Enrollees who are assigned to, currently receiving care from, or have received care within the past three (3) months prior to the termination date from a Provider or facility being terminated.

   2.7.5.4.3. The STAR+PLUS MMP shall also assist Enrollees in transitioning to a new Provider, when a Provider's contract is terminated. For Enrollees who are receiving treatment for a chronic or ongoing medical condition or LTSS, the STAR+PLUS MMP shall ensure that there is no disruption in services provided to the Enrollee.

2. This Amendment adds **Subsection 2.8.4.10** with the following language:

   2.8.4.10. No sooner than January 1, 2024, Contractor shall have a utilization management committee that meets the requirements set forth at 42 C.F.R. § 422.137.

3. This Amendment adds **Subsection 4.1.2.1.10** with the following language:

   4.1.2.1.10. Demonstration Year 9: January 1 – December 31, 2024.

4. This Amendment adds **Subsection 4.2.4.1.10** with the following language:

4.2.4.1.10. Demonstration Year 9: 5.5%

5. This Amendment deletes and replaces the language in **Subsection 4.4.5.6** with the following:

4.4.5.6. Withhold Measures in Demonstration Years 2-9

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 3-9. 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 6-9.

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 the Medicare-Medicaid Capitated Financial Alignment Model CMS Core Quality Withhold Technical Notes.

Table 4-4 Quality Withhold Measures for Demonstration Years 2-9

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	
Controlling blood pressure	NCQA/HEDIS	X	

Part D medication adherence for diabetes medications	PQA/PDE Data	X	
Decisions about LTSS (DY 2-6 only)	State-defined measure		X
Nursing Facility transition (DY 2-6 only)	State-defined measure		X
Integrated Plan of Care update	State-defined measure		X
Minimizing Institutional Length of Stay (DY 7-9 only)	CMS-defined measure		X
Initiation and Engagement of Substance Use Disorder Treatment (Refer to the Medicare-Medicaid Capitated Financial Alignment Model Quality Withhold Technical Notes: Texas Specific Measures for applicable years)	NCQA/HEDIS		X

6. This Amendment deletes and replaces the language in **Subsection 5.8.1.1** with the following:

   5.8.1.1 This Contract shall be in effect through December 31, 2024.

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:

Lindsay Barnette (Date)

Director

Models, Demonstrations and Analysis Group

Medicare-Medicaid Coordination Office

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 Service

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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:

Cecile Young (Date)

Executive Commissioner

Texas Health and Human Services Commission