

Contract
Between

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

In Partnership with
The State of New York,
Department of Health

and

[Plan Name]

CMS Contract ID:

NYS CONTRACT NO.:

Effective: August 1, 2020

This Contract, made on January 19, 2016, is hereby amended and restated effective August 1, 2020, is between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS) and the State of New York, acting by and through the State of New York, Department of Health (State/NYSDOH) and [Plan Name] (the FIDA-IDD Plan). The Fully Integrated Duals Advantage for Individuals with Intellectual and Developmental Disabilities (FIDA-IDD) Plan's principal place of business is [Plan Address] . Further, the NYSDOH has entered into a Letter of Agreement (LOA) with the New York State Office for People With Developmental Disabilities (OPWDD) to delegate certain program management responsibilities within the scope of OPWDD's authority under the laws and regulations of the State of New York and as outlined in this Contract.

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 IX, Title XI, Title XIX, and Title XXI of the Social Security Act;

WHEREAS, pursuant to Article 44 of the New York State Public Health Law (PHL), the NYSDOH is authorized to issue Certificates of Authority to establish Health Maintenance Organizations (HMOs), PHL §4400 et seq., Managed Long Term Care Plans (MLTCPs), PHL §4403-f, and Article Seven, Section 364j(27) of the Social Services Law;

WHEREAS, the FIDA-IDD Plan is in the business of providing medical and Long Term Support services, and CMS and the State desire to purchase such services from the FIDA-IDD Plan;

WHEREAS, the FIDA-IDD Plan 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, this Contract amends the Contract entered into by CMS, NYSDOH, and FIDA-IDD Plan executed January 19, 2016 as stated below, provided however, that any duties, obligations, responsibilities, or requirements that are imposed upon the FIDA-IDD Plan in this revised Contract, but that were not imposed upon the FIDA-IDD Plan in the original version of the Contract executed on January 19, 2016, as amended, or under Applicable Laws and regulations, shall be prospective in nature only, effective upon the execution of this revised 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 **Subsection 1.31** as follows:

1.31 Comprehensive Service Planning Assessment (CSPA) – A systematic evaluation of the Participant’s care and service needs. The CSPA will be conducted using the “It’s All About Me” (IAM) tool. The FIDA-IDD Plan, as part of the care planning process, will complete the IAM, a person-centered assessment written in person-first language which describes the functional status, needs and wishes of a person with IDD across 24 domains and determines a recommended list of actions based on the person’s current status. The IAM Tool covers the following domains: social, functional, medical, behavioral, wellness and prevention domains, caregivers’ status and capabilities, as well as the Participant’s preferences, strengths, and goals. Qualified Intellectual Disabilities Professional (QIDP), in compliance with section 2.6.2 of this agreement, shall use relevant and comprehensive data sources when completing the IAM, including the Participant, Providers, and their Caregivers/Representatives and/or Designees. The IAM results, in addition to the results of the OAA, will be used as the basis for developing the integrated LP.

2. This Addendum deletes and replaces **Subsection 2.5.2.6.3** as follows:

2.5.2.6.3 Care Manager must be a professional such as a Qualified Intellectual Disabilities Professional (QIDP), RN, Licensed Social Worker, or Psychologist and have knowledge of physical health, developmental disability services, aging, appropriate support services in the community (e.g., Community-based and Facility-based LTSS), frequently used medications and their potential negative side-effects, depression, challenging behaviors, Alzheimer’s disease and other disease-related dementias, behavioral health, and issues related to accessing and using durable medical equipment as appropriate.

3. This Addendum deletes and replaces **Subsection 2.6.2** as follows:

2.6.2. Comprehensive Service Planning Assessment (CSPA): Each Participant shall receive, and be an active participant in, a timely FIDA-IDD CSPA of medical, Behavioral Health Service, Community-based or Facility-based LTSS, strengths and social needs and validated for Individuals with Intellectual Disabilities, completed by a professional consistent with applicable state and federal law. The FIDA-IDD CSPA must be completed in accordance with the timelines and requirements outlined in the IDT Policy.

4. This Addendum deletes and replaces **Subsection 4.2.3** as follows:
 - 4.2.3 Aggregate Savings Percentages Aggregate savings percentages will be applied equally, as follows, to the baseline spending amounts for the Medicare Parts A/B Component and Medicaid Component of the capitated rate herein.
 - 4.2.3.1.1. Demonstration Year 1: .25%
 - 4.2.3.1.2. Demonstration Year 2: .5%
 - 4.2.3.1.3. Demonstration Years 3-7: 0.75%

5. This Addendum deletes and replaces **Subsection 4.3.2.5.4** as follows:

4.1.2.1 Capitation Rate updates will take place on January 1st of each calendar year, however savings percentages and quality withhold percentages (see Sections 4.2.3.1 and 4.3.4 will be applied based on Demonstration Years, as follows:

Demonstration	Calendar Dates
1	April 1, 2016 - December 31, 2017
2	January 1, 2018 - December 31, 2018
3	January 1, 2019 - December 31, 2019
4	January 1, 2020 - December 31, 2020
5	January 1, 2021 - December 31, 2021
6	January 1, 2022 - December 31, 2022
7	January 1, 2023 - December 31, 2023

6. This addendum deletes and replaces the language in **Subsection 4.4.4.6** with the following:

4.4.4.6 Withhold Measures in Demonstration Years 2-7

- 4.4.4.6.1 The quality withhold will increase to two percent (2%) in Demonstration Year 2, three percent (3%) in Demonstration Years 3 and 4, and four percent (4%) for Demonstration Years 5-7.
- 4.4.4.6.2 Payment will be based on performance on the quality withhold measures listed in Figure 4.2 below. The FIDA-IDD Plan must report these measures according to the prevailing technical specifications for the applicable measurement year.
- 4.4.4.6.3 If the FIDA-IDD Plan is unable to report at least three (3) of the quality withhold measures listed in Figure 4.2 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.

Figure 4.2: Quality Withhold Measures for Demonstration Years 2-7

Measure	Source	CMS Core Withhold Measure	State Withhold Measure
Customer Service (DY 3 Only)	AHRQ/CAHPS	X	
Getting Appointments and Care Quickly (DY 3 Only)	AHRQ/CAHPS	X	
Encounter Data	CMS defined process measure	X	
Plan All-cause Readmissions	NCQA/HEDIS	X	
Annual Flu Vaccine	AHRQ/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	

Measure	Source	CMS Core Withhold Measure	State Withhold Measure
Part D Medication Adherence for Diabetes Medications	CMS/PDE Data	X	
Annual Dental Visit (Demonstration Years 3-7 Only)	State-defined measure		X
ICF-IID Diversion	State-defined measure		X

7. This Addendum amends **Subsection 4.3.2.5.4** to read as follows:

4.3.2.5.4 For Demonstration Years 1-3, administrative costs will be limited to 7% of the FIDA-IDD Plan's non-Part D revenue. Activities to improve health care quality, as defined at 42 C.F.R. § 422.2430, including care management expenses, will not be considered administrative costs.

8. This Addendum amends **Subsection 4.3.3** to read as follows:

4.3.3. Medical Loss Ratios (MLR)

4.3.3.1. For Medicaid rating period beginning on or after July 1, 2017, the FIDA-IDD Plan is required to calculate and report their MLR experience for Medicaid, consistent with the requirements at 42 C.F.R. §§ 438.4, 438.5, 438.8 and 438.74, unless a joint MLR covering both Medicare and Medicaid experience is calculated and reported consistent with CMS and NYSDOH requirements for the FIDA-IDD Plan. As of Demonstration Year 5, a joint MLR covering both Medicare and Medicaid experience with target MLRs is required, as described in Section 4.3.3.4.

4.3.3.2. Prior to the applicability of the requirements in Section 4.3.3.1, for all Demonstration Years in which the risk corridor applies, the Medicare Advantage MLR requirements are waived. To the extent the risk corridor ceases prior to the applicability of the requirement in Section 4.3.3.1, the Medicare Advantage MLR requirements will be reinstated for any applicable years in which the risk corridor is not in effect.

4.3.3.3. Any remittances owed as a result of applying the prevailing Medicare Advantage MLR requirements would be shared between the NYSDOH and Medicare proportionally based on each payor's contribution to the total premiums subject to the MLR calculation. The MLR calculation shall include costs associated with Covered Services and care management. Medicare and Medicaid premium revenue shall include amounts paid back under the quality withhold.

4.3.3.4 Medical Loss Ratio Target: The MMP has a target MLR of eighty-six percent (86%) for Demonstration Year 5, eighty-seven (87%) for Demonstration Year 6, and eighty-eight (88%) for Demonstration Year 7. As described above, any collected remittances would be proportionally distributed back to the Medicaid and Medicare programs on a percent of premium basis. For Demonstration Years 5 through 7, in addition to remitting the amount by which eighty-five percent (85%) exceeds the FIDA-IDD Plan's MLR multiplied by the total Capitation Rate revenue, the FIDA-IDD Plan will also remit according to the following schedule:

4.3.3.4.1 For Demonstration Year 5, if the FIDA-IDD Plan's MLR is below eighty-six percent (86%), the FIDA-IDD Plan would remit:

4.3.3.4.1.1 Fifty percent (50%) of the difference between its MLR and eighty-six percent (86%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD-Plan's MLR is above eighty-five percent (85%); or

4.3.3.4.1.2 Half of a percent (0.5%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD Plan's MLR is at or below eighty-five percent (85%).

4.3.3.4.2 For Demonstration Year 6, if the FIDA-IDD Plan's MLR is below eighty-seven percent (87%), the FIDA-IDD Plan would remit:

4.3.3.4.2.1 Fifty percent (50%) of the difference between its MLR and eighty-seven percent (87%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD-Plan's MLR is above eighty-five percent (85%); or

4.3.3.4.2.2. One percent (1.0%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD Plan's MLR is at or below eighty-five percent (85%).

4.3.3.4.3 For Demonstration Year 7, if the FIDA-IDD Plan's MLR is below eighty-eight percent (88%), the FIDA-IDD Plan would remit:

4.3.3.4.3.1 Fifty percent (50%) of the difference between its MLR and eighty-eight percent (88%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD-Plan's MLR is above eighty-five percent (85%); or

4.3.3.4.3.2. One and a half percent (1.5%) multiplied by the total Capitation Rate revenue, if the FIDA-IDD Plan's MLR is at or below eighty-five percent (85%).

9. This Addendum amends Subsection 4.4.4.6 to read as follows:

4.4.4.6. Withhold Measures in Demonstration Years 2, 3, 4, 5, 6, and 7

4.4.4.6.1. The quality withhold will increase to two percent (2%) in Demonstration Year 2, three percent (3%) in Demonstration Years 3 and 4, and four percent (4%) in Demonstration Years 5, 6, and 7, and will be based on performance in the core Demonstration and State specified measures.

10. This Addendum adds a new Appendix J – Additional Medicare Waivers:

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

J1. 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.

J2. 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.”

Notices to the Parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail, postage prepaid, or delivered in hand to:

To: Centers for Medicare & Medicaid Services

Medicare-Medicaid Coordination Office

7500 Security Boulevard, S3-13-23

Baltimore, MD 21244

To: State of New York, Department of Health

Donna J. Frescatore

Medicaid Director, OHIP

One Commerce Plaza, Suite 1211

Albany, NY 12210

Copies to:

Lana Earle, Director, DLTC

One Commerce Plaza, Room 1620

Albany, NY 12210

To:

Electronic copies to:

Joseph Shunk, joseph.shunk@health.ny.gov

Tim Byers, timothy.a.byers@opwdd.ny.gov

Lila Benayoun, Vice President, Operations,

Alicia Nelson-Jones, Chief Compliance Officer, aNelsonJones@phpcares.org

Chris Masi, Chief Financial Officer, cMasi@phpcares.org

NYS CONTRACT NO.:

IN WITNESS WHEREOF, CMS, the NYSDOH, and the FIDA-IDD Plan hereto have executed or approved this AGREEMENT as of the dates appearing under their signatures.

PARTNERS HEALTH PLAN, INC.
SIGNATURE

STATE AGENCY SIGNATURE

By:

By:

_____ Printed Name

_____ Printed Name

Title:

Date: _____

Date:

State Agency Certification:

In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

STATE OF NEW YORK)

) SS.:

County of _____)

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the

individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

Approved:

Approved:

ATTORNEY GENERAL

Thomas P. DiNapoli

STATE COMPTROLLER

Title: _____

Title: _____

Date: _____

Date: _____

In Witness Whereof, CMS, the State, and PARTNERS HEALTH PLAN, INC., have caused this Contract to be executed by their respective authorized officers:

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

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, the State, and PARTNERS HEALTH PLAN, INC., have caused this Contract to be executed by their respective authorized officers:

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

Lindsay Barnette

Director

Director, Models, Demonstrations & Analysis Group

Medicare-Medicaid Coordination Office

Centers for Medicare & Medicaid Services

United States Department of Health and Human Services

Date