

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

PARTNERS HEALTH PLAN, INC.

CMS Contract ID: H9869

NYS CONTRACT NO.: C031307

Effective: January 1, 2021

This Contract, made on January 19, 2016, is hereby amended and restated effective January 1, 2021, 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 PARTNERS HEALTH PLAN, INC. (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 2500 Halsey Street, Bronx, New York 10461. 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 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 adds the following definitions to **Section 1**:

State Directed Payment – A payment made by the FIDA-IDD Plan to eligible Participating Providers pursuant to a State Directed Payment Arrangement.

State Directed Payment Arrangement – A payment arrangement that permits NYSDOH to direct the FIDA-IDD Plan’s expenditures to Participating Providers pursuant to 42 CFR 438.6(c) and in furtherance of the goals and priorities of the Medicaid program.

2. This Addendum deletes and replaces **Subsection 4.3.2.1** as follows:

4.3.2.1. Risk corridors will be established for Demonstration Years 1, 2, 3, 4, 5, and 6.

3. This Addendum deletes and replaces **Subsection 4.3.2.2** as follows:

4.3.2.2. The Demonstration will utilize a tiered Plan-level symmetrical risk corridor to include all Medicare A/B and Medicaid eligible costs for Demonstration Years 1, 2, 3, 4, 5, and 6.

4. This addendum deletes and replaces the language in **Subsection 4.3.2.5.2** with the following:

4.3.2.5.2. Risk corridor share: The Medicare and Medicaid contributions to risk corridor payments or recoupments will be in proportion to their contributions to the capitated rates, not including Part D, with the maximum Medicare payment/recoupment equaling one percent (1%) of the risk-adjusted Medicare baseline in Demonstration Year 1, .5% in Demonstration Year 2, .25% in Demonstration Year 3, and 0.0% in Demonstration Years 4, 5, and 6.

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

4.3.2.5.4. For Demonstration Years 1 through 6, 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.

6. This Addendum deletes and replaces **Subsection 4.3.2.5.6** to read as follows:

4.3.2.5.6. Interim and final settlement amounts shall be calculated for each Demonstration Year; however, any Demonstration Year 1 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 2, any Demonstration Year 2 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 3, any Demonstration Year 3 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 4, any Demonstration Year 4 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 5, any Demonstration Year 5 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 6, and any

Demonstration Year 6 payment will be contingent upon FIDA-IDD Plan participation in Demonstration Year 7, unless otherwise permitted by the State and CMS.

7. This Addendum deletes and replaces **Subsection 4.3.2.5.7** to read as follows:

4.3.2.5.7. Risk corridor tiers: CMS and NYSDOH will use the bands as described in Exhibit 4.1 to address potential FIDA-IDD Plan gains/losses in Demonstration Year.

Exhibit 4.1 – Risk Corridor Tiers

Demonstration Year 1:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicare/Medicaid Share (Based on parameters in 4.3.2.5)
≤1.0%	100%	0%
>1.0% and ≤2.0%	50%	50%
>2.0%	0%	100%

Demonstration Year 2:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicare/Medicaid Share (Based on parameters in 4.3.2.5)
≤1.5%	100%	0%
>1.5% and ≤3.0%	50%	50%
>3.0%	0%	100%

Demonstration Year 3:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicare/Medicaid Share (Based on parameters in 4.3.2.5)
≤2.0%	100%	0%
>2.0% and ≤3.5%	50%	50%
>3.5%	0%	100%

Demonstration Year 4:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicaid Share (Based on parameters in 4.3.2.5)
≤2.5%	100%	0%
>2.5% and ≤4.0%	50%	50%
>4.0%	0%	100%

Demonstration Year 5:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicaid Share (Based on parameters in 4.3.2.5)

≤3.0%	100%	0%
>3.0% and ≤4.5%	50%	50%
>4.5%	0%	100%

Demonstration Year 6:

Percentage of Gain/Loss	FIDA-IDD Plan Share	Medicaid Share (Based on parameters in 4.3.2.5)
≤3.5%	100%	0%
>3.5% and ≤5.0%	50%	50%
>5.0%	0%	100%

8. This Addendum adds a new **Section 4.8:**

4.8 State Directed Payments

The FIDA-IDD Plan shall remit payment to Participating Providers in accordance with any applicable State Directed Payment Arrangement set forth in this Contract.

4.8.1 To address the critical Direct Support Professional and Family Care staffing shortages of the home and community-based services (HCBS) workforce, the FIDA-IDD plan will make lump-sum payments to providers as specified under Sections 4.8.1.1 through 4.8.1.3, subject to CMS approval.

4.8.1.1 The FIDA-IDD plan will issue payments to HCBS providers as described below:

4.8.1.1.1 The FIDA-IDD plan will issue payments to eligible providers as specified by NYSDOH. Eligible providers must be Participating Providers, licensed or certified by OPWDD under the 1915 (c) OPWDD Comprehensive Waiver, and identified in the approved 1915(c) Appendix K NY 0238.R06.08 and in the Disaster SPA.

4.8.1.1.2 The FIDA-IDD plan will issue the payments to providers in amounts specified by NYSDOH. NYSDOH will identify the total number of unique FIDA-IDD enrollees who received services from each eligible provider, and each provider-level total will be calculated as a percentage of the total of individuals enrolled in the FIDA-IDD demonstration as of December 2021. NYSDOH will apply the provider's resulting percentage to the funding available to calculate each provider's total payment in proportion to the FIDA-IDD population an eligible provider has served.

4.8.1.1.3 The FIDA-IDD plan will issue a payment contingent upon a provider's completion of the Workforce Stabilization Initiatives Overview and Provider Attestation Form and participation in the annual National Core Indicators (NCI)

Staff Stability Survey. The FIDA-IDD plan shall collect the Workforce Stabilization Initiatives Overview and Provider Attestation Form from the Participating Provider(s) and confirm the provider's participation in the annual National Core Indicators (NCI) Staff Stability Survey. The FIDA-IDD plan shall return any unspent payments to NYSDOH within 30 days of issuance of such payments by NYSDOH.

4.8.1.2 NYSDOH will issue the funding for payments under this section to the FIDA-IDD plan and the FIDA-IDD plan will be required to issue the payments to eligible providers within thirty (30) days of receipt of the funding from NYSDOH.

4.8.1.3. NYSDOH shall have the right to terminate the directed payment if the Department determines that the directed payment is no longer necessary.

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:

Jonathan Bick, Director, DHPCO
One Commerce Plaza, Room 1609
Albany, NY 12210

Electronic copies to:

Joseph Shunk, joseph.shunk@health.ny.gov
Kate Marlay, Katherine.Marlay@opwdd.ny.gov
Kerry Delaney, Chief Executive Officer, kdelaney@phpcares.org
Lisa John, Chief Compliance Officer, ljohn@phpcares.org
Chris Masi, Chief Financial Officer, cMasi@phpcares.org

NYS CONTRACT NO.: C031307

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

By: *Kerry Delaney*
Kerry Delaney
Printed Name

Title: Chief Executive Officer

Date: 12/29/22

STATE AGENCY SIGNATURE

By: [Redacted]
Jonathan Bick
Printed Name

Title: Director, DHPCO

Date: 1/25/2023

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)
County of Albany) SS.:

On the 29 day of December in the year 2022 before me, the undersigned, personally appeared Kerry Delaney, 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 This remote notarial act involved the use of communication technology.

HADASS KAUFMAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01KA6145241
Qualified in Albany County
Commission Expires May 1, 2024

Approved:

Approved:

ATTORNEY GENERAL

STATE COMPTROLLER

Title: _____
Date: _____

Title: _____
Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL
Feb 28 2023
Randolph McConnach
FOR THE STATE COMPTROLLER

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:

[Redacted Signature]

[Redacted Signature]

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

3/2/2023

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:

[REDACTED]

3/2/2023
Date

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