



Contractual Document (CD)

Subject: HHSC Uniform Managed Care Contract Amendment

HHSC Contract No. 529-12-0002-00022
Version 2.33

- | | |
|------------------------------------|--|
| <input type="checkbox"/> El Paso | <input type="checkbox"/> Medicaid RSA - West |
| <input type="checkbox"/> Harris | <input type="checkbox"/> Nueces |
| <input type="checkbox"/> Hidalgo | <input checked="" type="checkbox"/> Tarrant |
| <input type="checkbox"/> Jefferson | <input type="checkbox"/> Travis |
| <input type="checkbox"/> Lubbock | |

See Contract Attachment B-4, "Map of Counties with MCO Program Service Areas," for a list of counties included within the STAR Service Areas.

CHIP MCO Program

Service Areas:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Bexar | <input type="checkbox"/> Lubbock |
| <input type="checkbox"/> Dallas | <input type="checkbox"/> Nueces |
| <input type="checkbox"/> El Paso | <input checked="" type="checkbox"/> Tarrant |
| <input type="checkbox"/> Harris | <input type="checkbox"/> Travis |
| <input type="checkbox"/> Jefferson | |

See Contract Attachment B-4.1, "Map of Counties with MCO Program Service Areas," for a list of counties included within the CHIP Service Areas.

Payment

Medicaid STAR MCO PROGRAM

Capitation: See Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Article 10, for a description of the Capitation Rate-setting methodology and the Capitation Payment requirements for the STAR Program, as well as Section 8.1.4.8.5 - Uniform Hospital Rate Increase Program.

Rate Period 9 Capitation Rates (6/1/2021-8/31/2021)			
	Service Area:	Bexar	Tarrant
	Rate Cell		
1	Under Age 1 Child	\$544.62	\$1,135.56
2	Age 1-5 Child	\$177.08	\$194.56
3	Age 6-14 Child	\$120.86	\$148.35
4	Age 15-18 Child	\$162.29	\$183.51
5	Age 19-20 Child	\$162.29	\$183.51
6	TANF Adult	\$566.14	\$545.00
7	Pregnant Woman	\$503.29	\$557.55
8	Adoption Assistance (AA/PCA)	\$166.08	\$256.33

Delivery Supplemental Payment: See Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Article 10, for a description of the Delivery Supplemental Payment for the STAR Program. The STAR Delivery Supplemental Payments for the Service Areas covered by this contract are listed below.

Service Area	Delivery Supplemental Payment
Bexar	\$3,489.70
Tarrant	\$3,470.12



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Version 2.33 **CHIP MCO PROGRAM**

Capitation: See Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Article 10, for a description of the Capitation Rate-setting methodology and the Capitation Payment requirements for the CHIP Program.

Rate Period 9 Capitation Rates (9/1/2020-8/31/2021)			
CHIP Service Area:		Bexar	Tarrant
	Rate Cell		
1	< Age 1	\$520.12	\$520.12
2	Ages 1 through 5	\$131.34	\$142.45
3	Ages 6 through 14	\$93.37	\$100.04
4	Ages 15 through 18	\$115.23	\$120.18
5	Perinate Newborn Above 198% to 202% of FPL	\$570.43	\$570.43
6	Perinate less than or equal to 198% of FPL	\$413.44	\$420.18
7	Perinate Above 198% to 202% of FPL	\$353.10	\$353.10

Delivery Supplemental Payment: See Contract Attachment A, "Uniform Managed Care Contract Terms and Conditions," Article 10, for a description of the Delivery Supplemental Payment for the CHIP Program and CHIP Perinatal subprogram. The CHIP Delivery Supplemental Payment is \$3,100.00 for all Service Areas.

Reimbursement Rates MCO Pays to Certain Providers and for Certain Services

This Contract is expressly conditioned on the availability of state and federal appropriated funds.

The Texas Legislature, via HB 1, 86th Leg., R.S. provided funds for fiscal years 2020 and 2021 for rate increases for the following providers and services:

Rural Hospitals;
Private Duty Nursing;
Attendant Wages; and
Therapy Services.

In furtherance of this State of Texas legislative funding directive, HHSC modified the MCO Capitation Rate to include this additional funding effective September 1, 2020. The MCO must make every effort to ensure that this additional funding is fully reflected in the reimbursement rates paid to these providers and for these services. In addition, HHSC will monitor the MCO for compliance with this legislative intent.

MCO Requirements in Relation to Certified Community Behavioral Health Clinic (CCBHC) Project Sites

MCOs participating in CCBHC must:

1. Reimburse for HHSC-designated CCBHC services using a quality-based alternative payment model as outlined in 8.1.7.8.2, and agreed upon by the MCO and the CCBHC. Such payments must begin no later than September 1, 2018. MCO must submit the agreed upon payment model to HHSC via the value-based contracting data collection tool under UMCM Chapter 8.10;
2. Continue monitoring and management of all potentially preventable event measures;
3. Adjust prior authorization requirements for behavioral health services provided by pilot sites. These updates



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will be identified in CCBHC project documents;

4. Engage with CCBHC pilot sites for care coordination, quality measure discussions, and development of a value based payment structure to be employed after the two-year demonstration period; and
5. Comply with the requirements outlined in the CCBHC Operational Protocol and as amended. This document is incorporated fully into this Contract.

COVID-19 Pandemic CHIP Copayment Reimbursement

In the event of a Governor-declared disaster and at the State's discretion, Section 8.2.3 of the CHIP State Plan Amendment 17-0043 permits the State to waive Copayments for families living in Governor-declared disaster areas at the time of a disaster event. On March 13, 2020, Governor Abbott declared that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas. Pursuant to the Governor's disaster declaration, HHSC waives all medical office visit Copayments for all CHIP Members for services provided from March 13, 2020, through August 31, 2020, or until HHSC provides further guidance, including medical office visits via Telemedicine or Telehealth.

The MCO must reimburse providers for medical office visit Copayments not collected by providers from CHIP Members for dates of service March 13, 2020, through August 31, 2020, or until HHSC provides further guidance, if the providers provide the MCO with following documentation: written attestation that each medical office visit Copayment was not collected or a detailed claim that includes the Copayment amount of each claim transaction for services provided in which Copayments were not collected.

The MCO must reimburse the provider for the uncollected Copayments either: (1) within 30 Days of the provider's submission to the MCO of a Clean Claim for non-pharmacy services; or (2) within 30 Days of effective date of this amendment and submission by the provider of a Clean Claim for non-pharmacy services.

The MCO must collect, maintain, and provide to HHSC upon request and at no cost to HHSC, provider attestations or other automated claims processing documentation that memorializes the Encounter Data and Copayment amount of each claim transaction for medical office visits provided in which Copayments were not collected pursuant to this provision. The MCO must require providers to include the uncollected Copayment amount in the claims submitted to the MCO. MCOs must comply with the Contract, Section 8.1.18.5, *Claims Processing Requirements*.

The MCO may seek reimbursement for only those Copayments that were not collected by providers in response to HHSC's waiver of Copayments pursuant this provision and for which the MCO reimbursed the provider.

HHSC will reimburse the MCO for the Copayments within 30 Days of the MCO's submission of Encounter Data to HHSC. The MCO's Encounter Data must include line-by-line detail of the uncollected Copayment amount in each claim transaction. HHSC will not reimburse the MCO for any Copayments that were collected by the provider or for which the MCO did not reimburse the provider. MCOs are to comply with requirements in the Contract, Section 8.1.18.1, *Encounter Data*.

The Governor's state-wide disaster declaration may be extended beyond August 31, 2020. In such an event, the MCO and HHSC agree that HHSC may unilaterally extend the timeline for the waiver of medical office visit Copayments, including services delivered via Telemedicine or Telehealth, for the CHIP Members residing in the disaster-declared counties. The MCO and HHSC agree that this unilateral extension may be performed without the need for additional amendments. If HHSC determines to extend the timeline of the waiver pursuant to this provision, HHSC will notify the MCO of the extension through an MCO Notice on TexConnect. The notice will state that the extension applies statewide or identify the disaster-declared counties and will include the waiver's end date. The MCO and HHSC agree that HHSC may exercise this unilateral option as many times as HHSC determines appropriate and in accordance with the provision.

Non-risk Payments for COVID-19 Related Services



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The Capitation Rates do not include the costs of Medically Necessary services provided as of April 1, 2020, for current and future procedure codes related to COVID-19 diagnosis as well as COVID-19-related treatment. HHSC will make non-risk payments to the MCO for these COVID-19-related services based on Encounter Data received by HHSC's Administrative Services Contractor during each applicable Encounter reporting period. Non-risk payments are limited to the lesser of the contractual Fee-for-Service rates or the actual amounts the MCO paid to medical providers for the COVID-19-related services, or other reimbursement methodology agreed to by the MCO and HHSC as allowed by CMS. Such payments may be subject to recoupment if CMS determines that the payments did not meet regulatory requirements.

HHSC will issue guidance describing the specific procedure codes and services eligible for the non-risk payments. HHSC will provide notice to the MCO prior to issuing the first non-risk payment. Thereafter, HHSC will make the non-risk payments within a reasonable amount of time after the Encounter reporting period and no later than 95 Days after HHSC's Administrative Services Contractor processed the first and then subsequent COVID-19 Encounter payment report.

Terms of the Amendment

The Parties execute this Amendment in accordance with the authority granted in the terms of this Contract which may be found in the Uniform Managed Care Contract Terms & Conditions, under Article 8, "Amendments & Modifications."

The Parties agree that this Amendment requires approval by CMS. Contingent upon CMS approval, the Parties agree that the terms of the Contract will remain in effect and continue to govern except to the extent modified in this Amendment.

The Parties agree that the amendment to the Contract are as follows:

1. The Capitation Rates are modified, as stated above;
2. The Contract Expiration Date is extended to August 31, 2022; and
3. Certain contractual terms found in Attachment A, Section 8 of Attachment B-1, and Attachment B-2 are modified or added.

The Parties agree to act in good faith and take reasonable steps to modify Version 2.33 in order to secure CMS approval, if needed.

Signatures

The Parties execute this Amendment in their stated capacities with authority to bind their organizations on the dates in this section.

Health and Human Services Commission

DocuSigned by:

Cecile Young

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Executive Commissioner

Date: May 17, 2021

Aetna Better Health of Texas Inc., d.b.a

DocuSigned by:

health

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By: Stephanie G Rogers

Title: CEO

Date: May 16, 2021