

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, 2025

This Contract, made on January 19, 2016, amended by addendums effective August 1, 2020, January 1, 2021, and November 1, 2023, is hereby amended and restated effective January 1, 2025, 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 and as amended August 1, 2020, January 1, 2021, and November 1, 2023 as stated below.

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

1. This Addendum adds a new **Section 2.16.2.1.8**:

2.16.2.1.8 The FIDA-IDD Plan shall share data and Participant information as necessary to ensure a smooth transition from the demonstration with the necessary parties (CMS, NYSDOH, and/or any receiving health plan) as determined by NYSDOH and CMS. Such data and Participant information may include, but is not limited to prior authorization data, care plans, health risk assessments, and provider network information.

2. This Addendum deletes and replaces **Subsection 4.1.2.1** 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
8	January 1, 2024 - December 31, 2024
9	January 1, 2025 - December 31, 2025

3. 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 3-9: 0.75%

4. This Addendum amends **Subsection 4.3.3.4** to read as follows:

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 Years 7-9. 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 9, 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:

5. This Addendum amends **Subsection 4.3.3.4.1** to read as follows:

4.3.3.4.1 For Demonstration Years 7-9, if the FIDA-IDD Plan's MLR is below eighty-eight percent (88%), the FIDA-IDD Plan would remit:

6. This addendum amends 4.4.4.6 and deletes and replaces the language in **Subsection 4.4.4.6.1** to read as follows:

4.4.4.6 Withhold Measures in Demonstration Years 2-9

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 5-9.

7. This addendum deletes and replaces **Figure 4.2** with the following:

Figure 4.2: Quality Withhold Measures for Demonstration Years 2-9

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	
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

8. This addendum deletes and replaces Subsection 5.5.2.2 and 5.5.2.3 with the following:

5.5.2.2. CMS or the State shall have the right to terminate this Contract, without appeal, by providing notice to the parties at least ninety (90) days prior to the termination date of June 30, 2025, in the event that the FIDA-IDD Plan fails to satisfy the following conditions to extend the Demonstration through December 31, 2025:

5.5.2.2.1. By February 12, 2025, submission by the FIDA-IDD Plan to CMS and the State of a term sheet or other partnership agreement that includes the final terms, subject to State and CMS approval, of any joint venture partnership or other arrangement that will allow the FIDA-IDD plan to seamlessly transition enrollees to an integrated D-SNP, as defined by CMS and the State, effective January 1, 2026; and

5.5.2.2.2. Maintain financial viability provisions as specified in Section 2.1.19.1.2 of this contract.

5.5.2.3. CMS or the State shall have the right to terminate this Contract, without appeal, by providing notice to the parties ninety (90) days prior to the termination date, in the event that the FIDA-IDD Plan's transition partner fails to receive a conditional approval of the CMS application by the CY 2026 bid submission date and is not able to transition the FIDA-IDD enrollees to a D-SNP January 1, 2026.

9. This addendum deletes and replaces **Appendix J.1** with the following:

J.1 Section 1860D-1 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 implemented in 42 C.F.R. Part 422, Subpart B only insofar as such provisions are inconsistent with allowing dually eligible beneficiaries to elect a Medicare-Medicaid Plan on a monthly basis.

10. This addendum deletes and replaces Appendix J.6 with the following:

J.6 Section 1851(c) of the Social Security Act and the implementing regulations at 42 C.F.R. § 422.60(g) insofar as such provisions are inconsistent with transitioning Contractor beneficiaries into a dual special needs plan at the end of 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

Amir Bassiri

Medicaid Director & Deputy Commissioner, Office of Health Insurance Programs

One Commerce Plaza, Suite 1211

Albany, NY 12210

Copies to:

Susan Montgomery

Director, Division of Health Plan Contracting and Oversight

One Commerce Plaza, Room 1620

Albany, NY 12210

Electronic copies to:

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

Krista McNally, krista.mcnally@health.ny.gov

Susan Lawless, susan.lawless@health.ny.gov

James Kaufman, James.Kaufman@opwdd.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

STATE AGENCY SIGNATURE

By: _____

By: _____

Printed Name

Printed Name

Title: _____

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 name(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

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:

Lauren Gavin

Date

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