AHCCCS
Arizona Health Care Cost Containment System

CONTRACT AMENDMENT

1. AMENDMENT #:	2. CONTRACT #:	3. EFFECTIVE DATE OF AMENDMENT:	4. PROGRAM:
11	**YH19-0001-04**	**OCTOBER 1, 2020**	**ACC**

5. CONTRACTOR NAME AND ADDRESS:

Health Net Access, Inc. dba
Arizona Complete Health-Complete Care Plan (AZCH-CCP)
1870 W. Rio Salado Parkway
Tempe, AZ 85281

6. PURPOSE: To retroactively amend Section B, Capitation Rates and Contractor Specific Requirements and to add and amend requirements to Section D, Program Requirements and Section F, Attachment F3, Contractor Chart of Deliverables.

7. THE ABOVE REFERENCED CONTRACT IS HEREBY AMENDED AS FOLLOWS:

- **Section B, Capitation Rates and Contractor Specific Requirements**

Capitation Rates: October 1, 2020 – September 30, 2021

GSA/County	Age <1	AGE 1-20	AGE 21+	Duals	SSIWO	Prop 204 CA	Expansion Adults	Delivery Supplement	Option 1 Transplant	Option 2 Transplant
CENTRAL Gila, Maricopa, & Pinal	$608.00	$198.54	$400.67	$144.84	$1,179.72	$701.59	$497.26	$6,395.43	$16.50	$16.50
SOUTH Cochise, Graham, Greenlee, Pima, Santa Cruz, Yuma, & La Paz	$631.30	$212.85	$373.81	$141.70	$1,254.43	$615.72	$436.16	$6,752.27	$16.50	$16.50

- **Section D, Program Requirements, Paragraph 22, Quality Management and Performance Improvement**

CMS-416: The EPSDT Participation and Preventive Dental Services performance measures utilize methodology established within the CMS Instructions for Completing Form CMS-416: Annual Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Participation Report, which can be found on the AHCCCS website.

AHCCCS uses the national CMS-416 methodology to generate the EPSDT Participation and Preventive Dental Services rates. ~~The aggregate rates for Title XIX and Title XXI are generated one time per year and reported to CMS within specified timeframes.~~ The aggregate rates for Title XIX, as well as the aggregate rates for Title XXI, are generated one time per year and reported to CMS within specified timeframes. AHCCCS may require the Contractor to implement a corrective action plan or participate in mandatory workgroup activities when statistically significant declines in the Title XIX ~~and~~ or Title XXI aggregate rates are identified.

Contractor Performance Measures (Contractor Specific): The Contractor shall comply with AHCCCS QM/PI requirements to improve the care, coordination, and services provided to AHCCCS members as demonstrated through performance metrics and performance measure reporting. ~~The Contractor shall measure and report upon all measures included as part of the CMS Adult and Child Core Sets for the associated measurement period as well as select NCQA HEDIS® or other AHCCCS-required measures, as listed below:~~ The Contractor shall measure and report upon all measures included as part of the CMS Adult and Child Core Measure Sets for the associated measurement period, as well as select NCQA HEDIS® or other AHCCCS-required measures, as listed below and in accordance with AHCCCS instruction.

Contractor Performance Measures (Contractor Specific):

HEDIS® OR OTHER ADULT/CHILD MEASURES
Annual Dental Visit (ADV)
Mental Health Utilization (MPT) ~~*(HEDIS®)*~~ ~~*TBD*~~
Initial Visit within 30 days for Members Newly Identified with a CRS Condition *(AHCCCS)* - Tabled

As part of the Contractor's performance measure data collection, reporting, and analysis, the Contractor shall:

1. Calculate, analyze, and report rates specific to line of business.
2. Calculate and report combined rates/percentages for Title XIX and Title XXI populations; however, the Contractor must have the ability to calculate and report numerators, denominators, and rate/percentage for Title XIX as well as Title XXI, which shall be provided in accordance with AHCCCS request or instructions. ~~For hybrid measures in which rates/percentages are based on sample populations, the Contractor shall ensure its sample populations are inclusive of a representative sample of Title XIX and Title XXI members.~~
3. Analyze and have the ability to report performance measure data specific to applicable subpopulations [i.e. members with special health care needs, including, but not limited to: EPSDT, maternal, behavioral health category, and Children's Rehabilitative Services (CRS) designated members] in accordance with AHCCCS instruction and request.
4. Analyze and have the ability to report results by placement (e.g. HCBS vs. nursing facility), system of care delivery model, Geographic Service Areas (GSA) or County, applicable member designations, and/or other applicable demographic factors.
5. Conduct routine monitoring and implement population/subpopulation specific targeted interventions, meant to ameliorate or eliminate identified disparities, which are based on evaluation and analysis of previous performance.
6. Ensure qualified staff and personnel are utilized in the data collection and reporting process.

The Contractor is responsible for collecting valid and reliable data in accordance with associated measure specifications, as well as technical guidance and instructions provided by AHCCCS and/or ~~an EQRO~~ AHCCCS' EQRO conducting validation activities. Responsibility for validation and oversight of performance measure data collection and rate reporting in alignment with AHCCCS requirements remain with the Contractor, despite utilization of a vendor or subcontractor to conduct performance measure calculations or hybrid reviews on its behalf. The Contractor shall comply with all manuals, documents, and guides referenced within this section to improve performance for performance measures.

The Contractor shall measure, evaluate, and report performance measure rates in accordance with AHCCCS instructions. Contractor calculated rates that have been validated by the EQRO are the official rates utilized for determination of Contractor compliance with performance requirements. AHCCCS reserves the right to calculate and report rates, in lieu of Contractor calculated rates, which may be utilized as the official rates when determining Contractor compliance with performance measure requirements. AHCCCS calculated rates that have been validated by ~~the EQRO~~ AHCCCS' EQRO are the official rates utilized for statewide aggregate rates; however, AHCCCS may elect to utilize Contractor calculated rates that have been validated and compiled by ~~the EQRO~~ AHCCCS' EQRO as the official line of business/statewide aggregate rates.

Contractors Best Practices and Follow Up on Previous Year's EQRO Report Recommendations: The Contractor shall submit its Best Practices and Follow Up on Previous Year's EQRO Report Recommendations, as specified in AMPM Policy 920 and Section F, Attachment F3, Contractor Chart of Deliverables.

- **Section D, Network Development, Paragraph 26, Network Development**

Multi-Specialty Interdisciplinary Clinics: In the event the Contractor and an MSIC fail to negotiate a contract, the Contractor must continue to allow members to utilize the MSIC. In the absence of a contract, consistent with A.A.C. R9-22-705 K., the Contractor shall reimburse the MSIC at the AHCCCS MSIC fee schedule.

Arizona Early Intervention Program: The Contractor shall comply with the requirements of the Arizona Early Intervention Program (AzEIP). The AzEIP is implemented through the coordinated activities of the ADES, ADHS, Arizona State Schools for the Deaf and Blind (ASDB), AHCCCS, and ADE. The AzEIP Program is governed by the Individuals with Disabilities Act (IDEA), Part C (P.L.105-17). AzEIP, through Federal regulation, is stipulated as the payor of last resort to Medicaid, and is prohibited from supplanting another entitlement program, including Medicaid. The Contractor must pay all AHCCCS registered Arizona Early Intervention Program (AzEIP) providers, regardless of their Contract status with the Contractor, when service plans identify and meet the requirement for medically necessary EPSDT covered services. Refer to AMPM Policy 430. AHCCCS has developed an AzEIP Speech Therapy Fee Schedule and rates incorporating one procedure code, along with related modifiers, settings, and group sizes. The Contractor shall utilize this methodology ~~and these rates~~ for payment for the speech therapy procedure when provided to an AHCCCS member who is a child identified in the AHCCCS system as an AzEIP recipient. Consistent with A.A.C. R9-22-705 K., in the absence of a contract, Contractors shall pay claims at rates not less than the AHCCCS AzEIP Fee-For-Service rates. In the event the Contractor intends to contract for AzEIP services at rates that are lower than the AHCCCS AzEIP rates, the Contractor shall notify AHCCCS of the proposed rates at least 90 days in advance of implementation. The Contractor shall provide the proposed rates with an explanation of how it intends to track, evaluate and mitigate any potential negative impacts to access to care. AHCCCS will review the proposed rates to consider if an adjustment to the Contractor's capitation rates may be warranted.

Homeless Clinics: ~~Contractors serving counties that have homeless clinics offering primary care services must contract with these clinics at the AHCCCS Fee-For-Service rate for Primary Care services.~~ Contractors serving counties that have homeless clinics offering primary care services are encouraged to contract with these clinics and minimally reimburse at the AHCCCS fee-for-service rates. Consistent with A.A.C. R9-22-705 K., in the absence of a contract, the Contractor shall minimally pay the AHCCCS fee-for-service rates. In the event the Contractor intends to contract at rates that are lower than the AHCCCS fee-for-service rates, the Contractor shall notify AHCCCS of the proposed rates at least 90 days in advance of implementation. The Contractor shall provide the proposed rates with an explanation of how it intends to track, evaluate, and mitigate any potential negative impacts to access to care.

Contracts shall stipulate the following:

1. Only those members who request a homeless clinic as a PCP may be assigned to them, and
2. Members assigned to a homeless clinic may be referred out-of-network for needed specialty services.

The Contractor must make resources available to assist homeless clinics with administrative issues such as obtaining prior authorization and resolving claims issues.

- **Section D, Program Requirements, Paragraph 35, Provider Enrollment/Termination**

Except as otherwise required by law or as otherwise specified in a contract between a Contractor and a provider, the AHCCCS Fee-For-Service provisions referenced in the AHCCCS Provider Participation Agreement located on the AHCCCS website (e.g. billing requirements, coding standards, payment ~~rates~~ guidelines) are in force between the provider and Contractor.

➢ **Section D, Program Requirements, Paragraph 36, Subcontracts**

Pharmacy Benefit Manager Subcontracts Pass-Through Pharmacy Benefit Manager Pricing Model and Discrete Administrative Fee: ~~The PBM may charge a discrete administrative fee to the Contractor which shall not be greater than the average of two dollars per paid prescription, including any fixed administrative charges.~~ The PBM may charge a discrete administrative fee to the Contractor. In CYE 2021, AHCCCS suggests this fee should not be greater than the average of two dollars per paid prescription, including any fixed administrative charges. In CYE 2022, AHCCCS intends to require that this fee not be greater than the average of two dollars per paid prescription, including any fixed administrative charges. This expense shall be reported by the Contractor as an administrative expense to AHCCCS and shall not be included in the encounter amount. The discrete administrative fee shall be reported to AHCCCS in the quarterly financial reporting packages as directed in the AHCCCS Financial Reporting Guide. Refer to Section F, Attachment F3, Contractor Chart of Deliverables. Contractor pharmacy encounters must be submitted in accordance with the requirements in Section D, Paragraph 61, Encounter Data Reporting. The Contractor shall submit the PBM subcontract to AHCCCS in order to demonstrate that it is in compliance with the above provisions as stated in Section F, Attachment F3, Contractor Chart of Deliverables.

The Contractor shall submit a report as specified in Section F, Attachment F3, Contractor Chart of Deliverables that summarizes and explains its own PBM administrative expenses, including as expressed on a per prescription basis, that provides data and analysis to inform discussion of this issue, and that recommends specific approaches for consideration by AHCCCS. The report shall include information that identifies and quantifies the costs associated with PBM administrative activities that may vary between subcontracts, such as medical management or step therapy programs, as well as an explanation of how these administrative activities add value to the AHCCCS program.

➢ **Section D, Program Requirements, Paragraph 50, Compensation**

Should any part of the scope of work under this Contract relate to a state program that is no longer authorized by law (e.g. which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. The state will adjust capitation rates to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If the state paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work must be returned to the state. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority [CMS, Medicaid and Chip Operations Group Letter Dated September 4, 2020].

Fixed Administrative Cost Component Reconciliation: AHCCCS shall complete a reconciliation of the fixed administrative cost component by comparing the actual member months to the assumed members months that were used to calculate the administrative PMPM. If the Contractor's actual member months are different than assumed member months, AHCCCS shall recoup or reimburse the difference in the administrative PMPM attributable to any difference in member months, subject to medical loss ratio requirements. Refer to ACOM Policy 326.

Practitioner/Dentist Rate Requirements: ~~The Contractor shall be required to pass through an adjustment equal to the AHCCCS defined adjustment to base reimbursement rates for services reimbursed under the AHCCCS dental fee schedule and physician fee schedule for all contracted rates in place three months prior to the effective date of the rate adjustment. AHCCCS may verify that these pass through requirements have been met.~~ As required by Laws 2020, Ch.46, Sec.2, the Contractor shall be required to adjust base rates in an amount equal to the AHCCCS defined adjustment to base reimbursement rates for services reimbursed under the AHCCCS dental fee schedule and physician fee schedule for all contracted rates in place three months prior to the effective date of the rate adjustment. AHCCCS may verify that these requirements have been met.

Targeted Investments: The Contractor is required to contract with eligible TI providers serving adults transitioning from the criminal justice system participating in the TI program. In the event the Contractor and the provider fail to negotiate a contract, the Contractor shall permit members to continue receiving services from these providers and ~~shall reimburse the provider at 100% of the AHCCCS FFS rates.~~ consistent with A.A.C. R9-22-705 K., shall reimburse the provider not less than the AHCCCS FFS rates.

- **Section F, Attachment F3, Contractor Chart of Deliverables**

See Attachment

8. **EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT NOT HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL EFFECT.**

   IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

9. SIGNATURE OF AUTHORIZED REPRESENTATIVE:	10. SIGNATURE OF AHCCCS CONTRACTING OFFICER:
TYPED NAME:	TYPED NAME:
TITLE:	TITLE: