

Overview

STAR Kids Information Sessions

STAR Kids will be the first Medicaid managed care program specifically serving youth and children who get disability-related Medicaid.

Beginning Fall 2016, children and youth age 20 or younger who either receive Supplemental Security Income (SSI) Medicaid or are enrolled in the Medically Dependent Children Program (MDCP) will receive all of their services through a STAR Kids health plan. Children and youth who receive services through other 1915(c) waiver programs will receive their basic health services (acute care) through STAR Kids. Children, youth, and their families will have the choice of at least two STAR Kids health plans and will have the option to change plans.

Basic medical benefits, coordination of care

STAR Kids will be tailored to the needs of youth and children with disabilities. The program will provide benefits such as prescription drugs, hospital care, primary and specialty care, preventive care, personal care services, private duty nursing, and durable medical equipment and supplies. Children and youth who get additional services through MDCP will receive additional long-term services and supports through STAR Kids.

Through STAR Kids, families also can expect coordination of care. Each health plan will provide service coordination, which will help identify needs and connect members to services and qualified providers. Each member will have their service needs assessed, which will form the basis of that member's individual service plan.

Expectations

The legislation calling for the expansion of Medicaid managed care requires STAR Kids to:

- Provide Medicaid benefits that are customized to meet the health care needs of recipients through a defined system of care.
- Better coordinate care of recipients.
- Improve health outcomes.
- Improve access to health services.
- Achieve cost containment and cost efficiency.
- Reduce administrative complexity.
- Reduce potentially preventable events, including out-of-home residential care, through provision of care management and appropriate services.
- Include a health home.
- Coordinate with long-term services and supports provided outside the health plan.
- Provide a plan for transitioning provision of benefits from STAR Kids to STAR+PLUS when the member turns 21.

Examples of Regular Medicaid Services Available Through STAR Kids:

- Nursing services
- Hospital visits
- Primary care
- Durable Medical Equipment and supplies
- Personal care services (PCS)
- Therapies

• HHSC Announces Managed Care Organization Contracts for STAR Kids Program

- The Health and Human Service Commission (HHSC) is pleased to announce that contracts for the STAR Kids program have been awarded to ten managed care organizations (MCOs), effective October 1, 2015.
- STAR Kids is a new managed care program created by Senate Bill 7, 83rd Legislature, Regular Session, 2013. The program provides Medicaid benefits to individuals with disabilities under the age of 21. HHSC is working to ensure the statewide STAR Kids program improves coordination of care, access to care, health outcomes, and quality of care. Operations are anticipated to begin in Fall 2016.
- For more information on the MCOs that were awarded contracts and the service areas where they will operate, please see below.

- **Managed Care Organizations**

- The following managed care organizations (MCOs) will participate in the STAR Kids program.

STAR Kids MCO	Service Area
Aetna Better Health of Texas, Inc.	Tarrant
Amerigroup	Dallas, El Paso, Harris, Lubbock, MRSA West
Blue Cross and Blue Shield	MRSA Central, Travis
Children's Medical Center	Dallas
Community First Health Plans	Bexar
Cook Children's Health Plan	Tarrant
Driscoll Health	Hidalgo, Nueces
Superior Health Plan	Bexar, El Paso, Hidalgo, Lubbock, MRSA West, Nueces, Travis
Texas Children's Health Plan	Harris, Jefferson, MRSA Northeast
United Healthcare	Harris, Hidalgo, Jefferson, MRSA Central, MRSA Northeast

Questions and Answers About STAR Kids

- **How will STAR Kids affect Medicaid services for children with disabilities?**

Beginning Fall 2016, most children and young adults under the age of 21 who get SSI Medicaid or home and community-based waiver services will receive some or all of their Medicaid services through a program called STAR Kids. STAR Kids will be a Medicaid managed care model designed specifically for children and young adults with special needs. Children enrolled in STAR Kids will receive comprehensive service coordination. Services provided through STAR Kids will include:

- Personal Care Services
- Private duty nursing
- Therapies
- Medical supplies and equipment
- Behavioral health services

Children and youth who are enrolled in the Medically Dependent Children Program will get all of their services through STAR Kids. Children and youth who get services through other home and community-based programs administered through the Department of Aging and Disability Services (DADS) will continue to receive their long-term services and supports through that program, but their acute care through STAR Kids. Similarly, those who receive services through the Youth Empowerment Services (YES) mental health and substance abuse waiver will continue to receive their waiver services from the Department of State Health Services (DSHS), but their acute care will be provided through STAR Kids.

- **If a child is enrolled in STAR or STAR+PLUS, what will happen once STAR Kids is established?**

Children and young adults under the age of 21 who receive SSI and are enrolled in STAR or STAR+PLUS will transition to STAR Kids. Children who receive SSI and are enrolled in STAR Health will continue to receive Medicaid benefits through the STAR Health program. Individuals who receive long-term services and supports through a home and community support program (such as HCS, CLASS, DBMD, Texas Home Living) will receive their acute care services through STAR Kids. For children enrolled in the Medically Dependent Children Program, both acute care and long-term services and supports will be provided through STAR Kids.

- **Will individuals enrolled in the Medically Dependent Children Program be required to receive services under the STAR Kids program?**

Yes, state law directs HHSC to provide medical assistance benefits through STAR Kids to individuals receiving benefits under the Medically Dependent Children Program.

Links:

Provider Training:

<http://www.hhsc.state.tx.us/medicaid/managed-care/mmc/docs/011216-provider-training.pdf>

Member Training:

<http://www.hhsc.state.tx.us/medicaid/managed-care/mmc/docs/011216-client-training.pdf>

(En Español (PDF))

<http://www.hhsc.state.tx.us/medicaid/managed-care/mmc/docs/011216-client-training-sp.pdf>

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**Addendum K
STAR Kids Benefit Program**

WHEREAS, Community First Health Plans, Inc. (hereinafter referred to as "CFHP") and _____ (hereinafter referred to as "Provider") entered into an Professional Provider Agreement effective November 1, 2016 (hereinafter referred to as "Agreement"); and

WHEREAS, CFHP and Provider have mutually agreed to amend the Agreement, effective November 1, 2016

WHEREAS, CFHP is in the business of providing managed care services under the State of Texas STAR Kids Managed Care Benefit Program (hereinafter referred to as "STAR Kids"), and

WHEREAS, the HHSC Agreement requires specific provisions be included in the agreement between CFHP and Participating Provider in the STAR Kids Benefit Program;

NOW THEREFORE, CFHP and Provider agree as follows:

Scope of this Agreement. The provisions of this Addendum K STAR Kids Benefit Program apply only to services pursuant to the HHSC Contract. With respect to services provided to Members enrolled in CFHP's STAR Kids Benefit Program (STAR Kids), the provisions under the Addendum K prevail in the event of a conflict with any other of the Provider Agreement.

Laws, Rules, and Regulations. Provider understands and agrees that it is subject to all State and Federal laws, rules, regulations, waivers, policies and guidelines, court-ordered consent decrees, settlement agreements, or other court orders that apply to the base Agreement and CFHP's managed care contract with HHSC, STAR Kids Benefit Program, and all persons or entities receiving state and/or federal funds. The Provider understands and agrees that any violation by Provider of state or federal law relating to the delivery of services pursuant to the base Agreement and/or Addendum K, or any violation of CFHP's contract with HHSC could result in liability for money damages, and/or civil or criminal penalties and/or sanctions under applicable state and/or federal law.

Generally Applicable Laws, Rules and Regulations. Provider and CFHP understand and agree that the following laws, rules and all regulations and all amendments or modification thereto, apply to this Addendum:

Environmental protection laws:

- (a.) Pro-Children Act of 1994 (20 U.S.C. §608.1 et seq.) regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products;
- (b.) National Environmental Policy Act of 1989 (42 U.S.C. §4321 et seq.) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality") relating to the institution of environmental quality control measures;
- (c.) Clean Air Act and Water Pollution Control Act regulations (Executive Order 11738, "Providing for the Administration of the Clean Air Act and Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, and Loans");
- (d.) State Clean Air Implementation Plan (U.S.C. 349, 42 U.S.C. §740 et seq.) regarding conformity of federal actions to State Implementation Plans under §176 © of the Clean Air Act; and
- (e.) State Drinking Water Act of 1974 (21 U.S.C. §349, U.S.C. §300 (f) to (j-9) relating to the protection of underground sources of drinking water.

State and federal ant-discrimination laws:

- (a) Title VI of the Civil Rights Act of 1964, Executive Order 11246 (Public Law 88-352);
- (b) Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112);
- (c) Age Discrimination Act of 1975 (42 USC 6101-6107);
- (d) Title IX of the Education Amendments of 1972 (20 USC 1681-1688)
- (e) Food Stamp Act of 1977 (7 USC 200 et seq.)
- (f) Executive Order 13279 and its implementing regulation at 45 C.F.R. Part 87 or 7 C.F.R. Part 16

- (g) Americans with Disabilities Act of 1990 (Public Law 101-336); and
- (h) Title 40 Texas Administrative Code, Chapter 73

Additional federal law:

- (a) The Immigration Reform and Control Act of 1988 (8 U.S.C. §1101 et seq.) and the Immigration Act of 1990 (8 U.S.C. §1101, et seq.) regarding employment verification and retention of verification forms; and The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191);
- (b) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191); and
- (c) The Health Information Technology for Economic and Clinical Health Act (HITECH Act) at 42 U.S.C. 17931 et. seq.

A. General Program Requirements.

1. Provider is being contracted to deliver Medically Necessary Covered Services under the HHSC STAR Kids Benefit Program as outlined in **Exhibit 1 to Addendum K STAR Kids Services** attached hereto and incorporated into this Addendum. CFHP will provide copies of the HHSC/Community First contract to Provider upon written request. Provider understands that services provided under this Addendum are funded by state and federal funds under the Medicaid program. Provider is subject to all state and federal laws, rules, and regulations that apply to all persons or entities receiving state and federal funds. Provider understands that any violation by Provider of a state or federal law relating to the delivery of services by Provider under this Addendum and/or the base Agreement, or any violation of the HHSC/Community First contract could result in liability for money damages, and/or civil or criminal penalties and sanctions under state and/or federal law.
2. Provider understands and agrees that CFHP has the sole responsibility for payment of Medically Necessary Covered Services rendered to STAR Kids Members by Provider under this Agreement, subject to Coordination of Benefits and third-party liability rules. In the event of CFHP's insolvency or cessation of operations, Provider's sole recourse is against CFHP through the bankruptcy, conservatorship, or receivership estate of CFHP.
3. Provider understands and agrees HHSC is not liable or responsible for payment for any Medically Necessary Covered Services provided to STAR Kids Members under the base Agreement and/or Addendum K. Provider understands and agrees STAR Kids members and/or their Legally Authorized Representative (LAR) may not be held liable for CFHP's debt in the event of CFHP's insolvency. Federal and state laws provide severe penalties for any Provider who attempts to collect any payment from or bill a STAR Kids Member or their LAR for a Medically Necessary Covered Service. Provider understands and agrees that

HHSC does not assume liability for the actions of judgement rendered against CFHP, its employees, agents or subcontractors.

4. Provider understands and agrees that any modification, addition, or deletion of the provisions of this Addendum will become effective **no earlier than thirty (30) calendar days** after CFHP notifies HHSC of the change in writing. If HHSC does not provide written approval within **thirty (30) calendar days** from receipt of notification from CFHP, changes can be considered provisionally approved, and will become effective. Modifications, additions, or deletions, which are required by HHSC either because of statute and/or regulations or rules to implement such statutes or by changes in State and/or federal law, rules and regulation including but not limited to benefit changes, reimbursement methodologies and/or levels, rate changes are effective **thirty (30) calendar days** after CFHP provides notice to Provider unless otherwise specified by HHSC.
5. This Addendum and the base Agreement is subject to all state and federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program. Provider must cooperate and assist HHSC and any state or federal agency that is charged with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, waste and abuse. Provider must provide originals and/or copies of any and all information, allow access to premises and provide records to HHSC or its authorized agent(s), CFHP, CMS, the U.S. Department of Health and Human Services, FBI, TDI, and the Texas Attorney General's Medicaid Fraud Control Unit, upon request, and free-of-charge. Provider must report any suspected fraud, waste or abuse including any suspected fraud, waste and abuse committed by CFHP or a Star Kids Member or Member's LAR to HHSC and CFHP.
6. Provider must treat all information that is obtained through the performance of the services included in this Addendum as confidential information to the extent that confidential treatment is provided under state and federal laws, rules, and regulations. This includes, but is not limited to, information relating to applicants or recipients of HHSC Programs. Provider shall not use information obtained through the performance of this Addendum in any manner except as is necessary for the proper discharge of obligations and securing of rights under this Addendum.
7. Provider shall protect the confidentiality of STAR Kids Member Protected Health Information (PHI), including patient records. Provider must comply with all applicable Federal and State laws, including HIPAA Privacy and Security Rule governing the use and disclosure of protected health information.
8. Provider understands and agrees that there is no right of subrogation, contribution, or indemnification against HHSC for any duty owed to Provider by CFHP or any judgment rendered against CFHP. HHSC's liability to Provider, if any, will be governed by the Texas Tort Claims Act, as amended or modified Code (Tex. Civ. Pract. & Rem. Code § 101.001 et seq.). Further, Provider understands that CFHP is responsible for ensuring that Provider complies with the requirements of any and all applicable HHSC Agreements between CFHP and HHSC. HHSC will impose appropriate sanctions and remedies upon CFHP for any default under HHSC Agreement that is caused directly or indirectly by acts or omissions of Provider. Provider agrees that such sanctions may be passed through or recouped from Provider if specifically allowed by HHSC in its Notice of Default.

9. Provider understands and agrees that it may not interfere with or place any liens upon the State's right or CFHP's right, acting as the State's agent to recover from third party resources.
10. Provider shall enter into and maintain a Texas Medicaid Provider agreement with HHSC or its agent to participate in Texas Medicaid Program, and shall have a valid Texas Provider Identification Number (TPIN) or Alternate Provider Identification Number (APIN). Provider shall have a National Provider Identifier (NPI) or an Alternate Provider Identification Number (APIN) in accordance with the provisions of 45 C.F.R. Part 162, Subpart D. Provider will timely provide CFHP notification of any changes to its TPI and/or NPI/APIN.
11. Provider agrees to provide HHSC; its designee and/or CFHP:
- All information required under any HHSC Agreement with CFHP, including but not limited to the reporting requirements and other information related to Provider's performance of its obligations under this Addendum, base Agreement or any applicable HHSC Agreement between CFHP and HHSC; and
 - Any information in its possession sufficient to permit HHSC, it's designee and/or CFHP to comply with the Federal Balanced Budget Act of 1997 or other Federal or State laws, rules and/or regulations.

All information must be provided in accordance with the timelines, definitions, formats, and instructions specified by HHSC, it's designee and/or CFHP.

12. CFHP is prohibited from imposing restrictions upon the Provider's free communication with STAR Kids Members and/or their LAR about a STAR Kids Member's medical conditions, treatment options, CFHP's referral and authorization policies, and other CFHP policies and/or procedures, including financial incentives or arrangements and all STAR Kids managed care plans with whom Provider contracts.
13. Provider shall provide the following entities or their designees with prompt, reasonable and adequate access to Provider's records to include clinical medical records, books, documents related to diagnosis, treatment, services, lab results, charting, billing records, invoices, documentation of delivery items, equipment, or supplies, and business and accounting records with backup papers, computer records and data and/or provider and subcontractor that are related to the base Agreement and Addendum K and/or Provider's performance of its responsibilities under the base Agreement and Addendum K. Failure to produce the records or make the records available for the purpose of reviewing, examining, and securing custody of the records may result in the OIG imposing sanctions against the Provider as described in Chapter 371, Subchapter G of the Texas Administrative Code, as amended from time to time:
- HHSC and program personnel from HHSC;
 - U.S. Department of Health and Human Services or its designee;
 - Office of Inspector General and/or the Texas Medicaid Fraud Control Unit of the Texas Attorney General's Office or its designee;
 - An independent verification and validation contractor, audit firm or quality assurance contractor acting on behalf of HHSC;
 - State or federal law enforcement agencies;
 - Special or general investigation committees of the Texas Legislature;
 - The U.S. Comptroller General;

- A Special or general investigating committee of the Texas Legislature or its designee;
- The Office of the State Auditor of Texas; and
- Any state or federal entity identified by HHSC, or any other entity engaged by HHSC.

Provider must provide access whenever it maintains such records, books, documents and papers. Provider must provide such access in reasonable comfort and provide any furnishings, equipment, and other convenience deemed reasonably necessary to fulfill the purpose described herein.

Requests for access may be for, but not limited to, the following purposes:

- Examinations;
 - Audits;
 - Investigations;
 - Contract Administration;
 - The making of copies, excerpts, or transcripts; or
 - Any other purpose HHSC, its designee deems necessary for contract enforcement or to perform its regulatory functions.
14. The Texas Medicaid Fraud Control Unit and/or HHSC's Office of Inspector General ("OIG") must be allowed to conduct private interviews of Provider and Provider's employees, contractors, and members. Requests for information must be complied with, in the form and language requested. Provider and its employees and contractors must cooperate fully in making themselves available in person for interviews, consultation, grand jury proceedings, pre-trial conference, hearings, trial, and in any other process, including investigations. Compliance with this section is at Provider's expense.

Provider understands and agrees that acceptance of funds under the base Agreement and Addendum K acts as acceptance of the authority of the State Auditor's Office ("SAO"), or any successor agency, to conduct an investigation in connection with those funds. Provider further agrees to cooperate fully with the SAO or its successor in conducting the audit or investigation, including providing all records requested.

Provider understands and agrees that HHSC reserves the right and retains the authority to make reasonable inquiry and to conduct investigations into Provider or Member complaints.

B. Applicable Fraud, Waste and Abuse.

1. Provider understands and agrees to the following:
 - a. Provider is subject to all state and federal laws, rules and regulations relating to fraud, waste and/or abuse in health care and the Medicaid Managed Care STAR Kids Benefit Program, as applicable;
 - b. Provider must cooperate and assist HHSC and any state or federal agency or its designee, with the duty of identifying, investigating, sanctioning or prosecuting suspected fraud, waste or abuse;
 - c. Provider must provide originals and/or copies of any and all information, allow access to premises, and provide records to the Office of Inspector General, HHSC, the Centers for Medicare and Medicaid (CMS), the U.S. Department of Health and Human Services, FBI, TDI, the Attorney General's Medicaid Fraud Control Unit or other unit of state or federal government, upon request and free-of-charge;

- d. Provider understands and agrees it must cooperate with CFHP's Coding and Compliance Fraud, Waste and Abuse Audit Program, as amended from time to time, in addition to the programs and/or audits conducted by State and/or federal entities.
- e. If Provider places required records in another legal entity's records, Provider is responsible for obtaining a copy of these records for use by the above-named entities or their representatives; and
- f. Provider must report any suspected fraud, waste or abuse committed by CFHP or a Member to HHSC's Office of Inspector General.

C. Claims.

Provider must submit claims for processing and/or adjudication to CFHP in the manner outlined in the STAR Kids Provider Manual, which includes the address to which claims must be sent or for claims submitted electronically, the process to be used for electronic submission, an explanation for determination of the correct claims payer based on services rendered and a telephone number Provider may call to make claim inquiries or how to access information via CFHP's web-based provider portal (HealthX or its successor). CFHP shall notify Provider, in writing, of any material changes in the list of claims processing or adjudication entities and/or claim processing requirements/guidelines at least **thirty (30) calendar days** prior to the effective date of the change. If CFHP is unable to provide 30-day notice, CFHP shall allow Provider a **thirty (30) calendar day** extension of its claim filing deadline to ensure claims are routed to the correct processing center.

In order to submit a **Clean Claim**, Provider must provide the information described in the STAR Kids Provider Manual, as amended from time to time, and/or as required by HHSC with the claim specific to the Medically Necessary Covered Services outlined in **EXHIBIT 1 To Addendum K STAR Kids Benefit Program** attached to this Addendum as may be amended from time to time.

All Provider **Clean Claims** pertaining to STAR Kids Members must be adjudicated within thirty (30) calendar days for electronically submitted claims or forty-five (45) calendar days for paper claims. For those services rendered to a STAR Kids Member, CFHP must pay Provider interest on all **clean claims** that are not paid within the prompt pay rules at an interest rate specified in appropriate prompt payment rules.

Provider understands and agrees that program violations arising out of its performance of the services under this Addendum are subject to administrative enforcement by HHSC's Office of the Inspector General (OIG) as specified under TAC Chapter 371, Subchapter G.

Provider understands and agrees that it must comply with the requirements of Texas Government Code 531.024161, as amended from time to time, regarding the submission of claims involving supervised providers, as applicable.

Provider **must** inform STAR Member and/or LAR of the costs for non-covered services **prior** to rendering such services and **must** obtain a signed Private Pay form from such Member and/or LAR.

D. THSteps Requirements for PCPs.

1. CFHP is required by its STAR Kids Agreement with HHSC to develop effective methods to ensure that children under the age of 21 receive THSteps services when due and according to the recommendations established by the American Academy of Pediatrics and the THSteps periodicity schedule for children. The

STAR Kids Agreement requires CFHP to arrange for THSteps services to be provided to all eligible STAR Kids Members except when a Member or Member's LAR knowingly and voluntarily declines or refuses services after the Member and/or LAR has been provided information upon which to make an informed decision.

2. Information and training on THSteps is included in the STAR Provider Manual as amended from time to time by CFHP and made part of this Agreement by this reference.
3. If Provider is a PCP or a Specialty Care Provider acting as a PCP (e.g., OB-GYN for pregnant Member), Provider agrees to provide the THSteps services to children under age 21 in accordance with paragraph B.1 of this Addendum. Such services include the following procedures and responsibilities:
 - a. All newly enrolled Members assigned to PCP shall receive a THSteps checkup within 90 days from enrollment, if one is due according to the American Academy of Pediatrics periodicity schedule, or if there is uncertainty regarding whether one is due. Provider should make THSteps checkups a priority to all newly enrolled Members.
 - b. Cooperate and coordinate with CFHP, HHSC or Texas Department of Health (TDH) outreach programs and THSteps regional program staff and agents to provide prompt delivery of services to children of migrant farm workers and other migrant populations who are assigned to PCP.
 - c. All laboratory specimens collected as a required component of a THSteps checkup (see Medicaid Provider Procedures Manual for age-specific requirements) must be submitted to the Texas Department of State Health (DSHS) or a DSHS-certified laboratory for analysis.
 - d. Providers must submit claims for services paid (either on a capitated or fee-for service basis) on the HCFA 1500 claim form and use the unique procedure coding required by HHSC, or use such other claim form and procedure coding hereafter required by HHSC and the Standard Transactions and Code Sets regulations adopted under HIPAA.
 - e. If Provider is providing primary care for a newborn:
 - (1) Provider shall ensure that all newborn Members have an initial newborn checkup before discharge from the hospital and again within two weeks from the time of birth.
 - (2) Provider shall send all THSteps newborn screens to the HHSC/TDH Bureau of Laboratories or a HHSC/TDH certified laboratory.
 - (3) Providers must include detailed identifying information for all screened newborn Members and the Member's mother to allow HHSC/TDH to link the screens performed at the hospital with screens performed at the two-week follow-up.
4. Provider shall comply with the requirements of Chapter 161, Health and Safety Code, relating to the Texas Immunization Registry (ImmTrac), to include parental consent on the Vaccine Information Statement.

5. Provider shall comply with performance benchmarks for THSteps established by HHSC or TDH. HHSC or TDH will establish performance benchmarks against which HMO's full compliance with the THSteps periodicity schedule will be measured. The performance benchmarks will establish minimum compliance measures, which will increase over time. Provider must cooperate with HMO to meet all performance benchmarks required by HHSC or TDH for THSteps services.
6. Provider shall allow HHSC or TDH, or persons appointed by such agencies, to perform chart reviews to validate that all THSteps screens are performed when due and as reported, and that reported data is accurate and timely. Substantial deviation between reported and charted encounter data could result in HMO and/or Provider being investigated by state or federal agencies for potential fraud and abuse without notice to HMO or the provider.]

E. STAR Kids Program Compensation Schedule.

1. **Fee Schedule.** Provider shall accept as payment in full from CFHP for Covered Medical Services the following fee-for-service arrangement:
 - One hundred percent (100%) of the current State of Texas Medicaid Fee Schedule, as amended from time to time.
 - For those Medically Necessary Covered Services for which an allowable has not been determined, Provider shall be reimbursed at 40% of Provider's usual and customary billed charges.
2. **Revisions based on State's Adjustments to Fee Schedule.** Any adjustments to the Medicaid Fee Schedule, as established by the State of Texas, will be effective the first of the following month in which CFHP receives official written notification from the State of Texas or its contracted claims processor for fee-for-service Medicaid
3. **Revisions to the Terms of the Contract Between CFHP and HHSC.** Should the terms of the contract between CFHP and HHSC be altered by HHSC or as the result of legislative, regulatory or legal requirements including but not limited to a reduction in premiums from appropriation or state agency decision, CFHP will provide written notice to Provider and the Agreement will be adjusted accordingly.

IN WITNESS WHEREOF, the parties have executed this Addendum

Provider:

Community First Health Plans, Inc.:

Signature

Greg Gieseman, President/CEO

Title

Date

Date

Federal Tax Identification Number

EXHIBIT 1 to Addendum K STAR Kids Benefit Program

Provider shall provide the Medically Necessary Covered Services outlined below and in compliance with the terms and conditions outlined in Addendum K, Provider Agreement and the STAR Kids Provider Manual, as updated from time to time by CFHP.

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