

**SERVICES CONTRACT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**AND**  
**Nebraska Total Care, Inc.**  
**AMENDMENT TWO**  
**Contract 102894 O4**

This contract amendment is entered into by and between the Nebraska Department of Health and Human Services, Division of Medicaid and Long Term Care, (hereinafter "DHHS"), and Nebraska Total Care, Inc. (hereinafter "Contractor").

**Additions:** The Parties hereto add the following sections:

**Attachment 24** – Rates for January 2024 through December 2024 are set forth in Attachment 24 attached hereto and made a part hereof.

**Modifications:** Effective January 1, 2024, the Parties hereto agree to modify the following sections so that they read:

**Section V.P.6.**

**6. Risk Adjustment**

- a. MCO's base capitation rates may be risk-adjusted based on the MCO's risk score, reflecting the expected health care expenditures associated with its enrolled members relative to the applicable total Medicaid population.
- b. To establish risk-adjusted rates, MLTC's actuary may analyze the risk profile of members enrolled in each MCO using a national risk-adjustment model specified by MLTC.
- c. Each member may be assigned to risk categories based on their age, gender, and disease conditions. This information and the relative cost associated with each risk category will reflect the anticipated utilization of health care services relative to the overall population.
- d. The relative costs may be developed using MLTC historical data from Medicaid FFS claims and MCO encounter data, as determined appropriate by MLTC's actuary.
- e. Risk adjustment will be evaluated annually by MLTC, or more frequently as MLTC determines is warranted.
- f. MLTC will provide the MCO with three (3) months advance notice of any major revision to the risk-adjustment methodology. The MCO will be provided the opportunity to provide input and feedback regarding any proposed changes. MLTC will consider the feedback from the MCOs when making changes to the risk adjustment methodology.

**C. Section V.P.7.**

**7. Risk Corridor**

- a. Annual MCO profits or losses must not exceed two and one half percent (2.5%) in the first contract year. Annual MCO profits must not exceed two percent (2%) in the second and subsequent contract years. In the second and subsequent contract years, there is no limit on

MCO losses. MLTC reserves the right to change the structure and percentages of the risk corridor in advance of a contract year.


- b. Profits and losses are calculated by MLTC’s actuary as a percentage of the aggregate of all qualifying revenue by the MCO and related parties, including parent and subsidiary companies and risk bearing partners under this contract. The calculation ignores revenue taxes, income taxes as determined applicable by MLTC, non-operating income, and any forfeited hold-back. The risk corridor calculation will be conducted after accounting for revenue changes resulting other program-specific risk mitigation strategies, such as the high-cost drug pool risk corridor and HIPP risk corridor, and other such arrangements that may be added or removed through the duration of the contract.
- c. This calculation is targeted to be completed within twelve (12) months of the end of the contract year. The risk corridor will be calculated first, and any payments/receipts under the risk corridor will be incorporated in the Medical Loss Ratio (MLR) calculation. This methodology is consistent with the Final Rule published by CMS, 42 CFR § 438.8.
- d. If the calculation produces a profit above the indicated amount, the MCO must return the excess profit to MLTC as directed by the department’s written notification of the final amount to the MCO.
- e. The MCO must provide full financial statements and additional requested data to MLTC and its actuary to support the calculation. MLTC must reimburse the federal share of the forfeited funds to CMS and retain the state share for reinvestment pursuant to Neb. Rev. Stat. § 68-995.
- f. Regardless of the risk corridor calculation, the MCO is eligible to receive its earned hold-back.
- g. All risk corridor, MLR, and end of year calculations are subject to CMS review prior to and following execution.


All other terms and conditions remain in full force and effect.

**IN WITNESS HEREOF**, the parties hereto have duly executed this Contract amendment, and each individual signing below certifies that he or she has the authority to legally bind the party to this amendment. Each party acknowledges the receipt of a duly executed copy of this Contract amendment.

FOR DHHS:

FOR CONTRACTOR:

DocuSigned by:  
  
 \_\_\_\_\_  
0CCF86BE38C149A...

DocuSigned by:  
  
 \_\_\_\_\_  
AC913FACE283442...

Department of Health and Human Services  
Division  
Matthew Ahern

Contractor Name  
Adam Proctor

DATE: 2/7/2024 | 09:20:23 PST

DATE: 2/7/2024 | 09:53:44 CST

## Nebraska Total Care – HH Rates – Effective 01.01.2024 to 12.31.2024

## Attachment 24 – Rates

## CY 2024 Heritage Health Rates - Nebraska Total Care

Rating Region 1	
Category of Aid	Payment Rate
AABD 00-20 M&F	\$1,729.72
AABD 21+ M&F	\$2,157.84
AABD 21+ M&F-WWC	\$2,877.14
CHIP M&F	\$285.58
Family Under 1 M&F	\$983.96
Family 01-05 M&F	\$280.52
Family 06-20 F	\$286.89
Family 06-20 M	\$292.80
Family 21+ M&F	\$663.76
Foster Care M&F	\$749.50
Healthy Dual	\$281.79
Dual LTC	\$246.68
Non-Dual LTC	\$3,169.11
Dual Waiver	\$330.11
Non-Dual Waiver	\$2,123.82
Katie Beckett 00-18 M&F	\$14,427.95
599 CHIP - Cohort	\$435.31
599 CHIP - Supplemental	\$5,703.96
Maternity	\$6,344.65

Expansion Adult Rates (Rating Region 1)	
Category of Aid	Payment Rate
EXP 19-44 M	\$694.62
EXP 19-44 F	\$712.45
EXP 45-64 M&F	\$1,426.77

HIPP Rates (Rating Region 1)	
Category of Aid	Payment Rate
HIPP AABD & Non-Dual Waiver	\$2,010.31
HIPP All Other	\$493.59
HIPP Katie Beckett	\$13,768.97
HIPP Expansion	\$710.52

## Nebraska Total Care – HH Rates – Effective 01.01.2024 to 12.31.2024

<b>Rating Region 2</b>	
<b>Category of Aid</b>	<b>Payment Rate</b>
AABD 00-20 M&F	\$1,929.83
AABD 21+ M&F	\$2,332.65
AABD 21+ M&F-WWC	\$3,374.76
CHIP M&F	\$290.31
Family Under 1 M&F	\$920.55
Family 01-05 M&F	\$257.45
Family 06-20 F	\$314.60
Family 06-20 M	\$301.25
Family 21+ M&F	\$765.32
Foster Care M&F	\$604.47
Healthy Dual	\$307.58
Dual LTC	\$240.53
Non-Dual LTC	\$2,215.41
Dual Waiver	\$363.60
Non-Dual Waiver	\$2,894.14
Katie Beckett 00-18 M&F	\$14,427.95
599 CHIP - Cohort	\$435.31
599 CHIP - Supplemental	\$5,703.96
Maternity	\$6,133.67

<b>Expansion Adult Rates (Rating Region 2)</b>	
<b>Category of Aid</b>	<b>Payment Rate</b>
EXP 19-44 M	\$699.69
EXP 19-44 F	\$761.93
EXP 45-64 M&F	\$1,603.60

<b>HIPP Rates (Rating Region 2)</b>	
<b>Category of Aid</b>	<b>Payment Rate</b>
HIPP AABD & Non-Dual Waiver	\$2,010.31
HIPP All Other	\$493.59
HIPP Katie Beckett	\$13,768.97
HIPP Expansion	\$710.52

**Certificate Of Completion**

Envelope Id: D5EB2436545546B4B0E2A8BD9119825B	Status: Completed
Subject: Complete with DocuSign: 102894-O4 Nebraska Total Care Amendment 2 SP 136538.pdf	
Envelope Type: Contract	
Envelope Name: 102894-O4 Nebraska Total Care Amendment 2 SP 136538	
Divison:	
DHHS Sender: DHHS.Procurement@nebraska.gov	
DHHS Sharepoint ID:	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Shared
Time Zone: (UTC-06:00) Central Time (US & Canada)	301 Centennial Mall S
	Lincoln, NE 68508-2529
	dhhs.procurement@nebraska.gov
	IP Address: 164.119.5.70

**Record Tracking**

Status: Original	Holder: Procurement Shared	Location: DocuSign
1/26/2024 8:23:02 AM	dhhs.procurement@nebraska.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Nebraska Department of Health & Human Services	Location: DocuSign

**Signer Events**

Adam Proctor  
 Adam.Proctor@NebraskaTotalCare.com  
 Security Level: Email, Account Authentication (None)

**Signature**

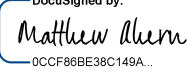
DocuSigned by:  
  
 AC913FACE283442...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 167.238.1.18

**Timestamp**

Sent: 1/26/2024 8:30:05 AM  
 Resent: 1/26/2024 10:37:12 AM  
 Resent: 2/7/2024 9:38:15 AM  
 Resent: 2/7/2024 9:51:46 AM  
 Viewed: 2/7/2024 9:53:26 AM  
 Signed: 2/7/2024 9:53:44 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/7/2024 9:53:26 AM  
 ID: 8ba4b7e3-2691-452d-8fb8-a540756bb7f7

Matthew Ahern  
 Matthew.Ahern@nebraska.gov  
 Interim Medicaid Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 OCCF86BE38C149A...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 164.119.5.50

Sent: 2/7/2024 9:53:45 AM  
 Viewed: 2/7/2024 11:19:58 AM  
 Signed: 2/7/2024 11:20:23 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/7/2024 11:19:58 AM  
 ID: 978c8b5d-9e04-4782-969a-60591a589440

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kristine Radke Kristine.Radke@nebraska.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/26/2024 8:30:05 AM Viewed: 2/7/2024 11:22:00 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/13/2022 11:33:43 AM ID: 8bbe78f1-da01-4455-a7d2-3f4c6b524185		

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	1/26/2024 8:30:05 AM
Envelope Updated	Security Checked	1/26/2024 10:37:11 AM
Envelope Updated	Security Checked	1/26/2024 10:37:11 AM
Envelope Updated	Security Checked	1/26/2024 10:37:11 AM
Envelope Updated	Security Checked	2/7/2024 9:38:14 AM
Envelope Updated	Security Checked	2/7/2024 9:38:14 AM
Envelope Updated	Security Checked	2/7/2024 9:38:14 AM
Envelope Updated	Security Checked	2/7/2024 9:51:45 AM
Envelope Updated	Security Checked	2/7/2024 9:51:45 AM
Certified Delivered	Security Checked	2/7/2024 11:19:58 AM
Signing Complete	Security Checked	2/7/2024 11:20:23 AM
Completed	Security Checked	2/7/2024 11:20:23 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

## **CONSUMER DISCLOSURE**

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Nebraska Department of Health & Human Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov)

**To advise Nebraska Department of Health & Human Services of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Nebraska Department of Health & Human Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Nebraska Department of Health & Human Services**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [john.canfield@nebraska.gov](mailto:john.canfield@nebraska.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum



Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.