

**STATE OF ILLINOIS
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

and

ILLINICARE HEALTH PLAN, INC.

**AMENDMENT NO. 6 TO THE
CONTRACT FOR FURNISHING HEALTH SERVICES
BY A MANAGED CARE ORGANIZATION
2018-24-401-402-KA6**

WHEREAS, the Parties to the Contract for Furnishing Health Services by a Managed Care Organization (“Contract”), the **Illinois Department of Healthcare and Family Services**, 201 South Grand Avenue East, Springfield, Illinois 62763-0001 (“Department”), acting by and through its Director, and **IlliniCare Health Plan, Inc.** (“Contractor”), desire to amend the Contract; and

WHEREAS, under the Managed Care Request for Proposal (RFP) 2018-24-001, HFS awarded a Contract to Contractor for the DCFS Youth in Care and Former Youth in Care populations per Section 2.6.2.1 of the RFP; and

WHEREAS, Addendum #1 delineates program requirements specific to the DCFS Youth in Care and Former Youth in Care populations; and

WHEREAS, the Department has a vested interest in ensuring quality outcomes that are specific to DCFS Youth in Care and Addendum #2 delineates additional quality outcomes specific to DCFS Youth in Care with penalties to be assessed by the Department, and incentives to be paid by the Department utilizing State-only funds; and

WHEREAS, pursuant to Section 9.1.18, the Contract may be modified or amended by the mutual consent of the Parties; and

WHEREAS, the Contract has been previously amended;




NOW THEREFORE, the Parties agree to amend the Contract further, effective upon date of last signature, by deleting in their entirety the DCFS Youth Managed Care Specialty Plan Addenda and replacing with the content and provisions of these Addenda.


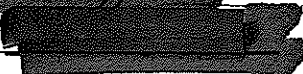
IN WITNESS WHEREOF, the Department and Contractor hereby execute and deliver this Amendment No. 6 to replace Addendum #1 and Addendum #2 to Contract 2018-24-401, effective as of the date of last signature. Other than the changes, modifications and additions specifically articulated in Addendum #1 and Addendum #2 to Contract 2018-24-401, the Contract shall remain in effect and binding on and against the Department and Contractor. In the event of a conflict between the provisions of these Addenda and the Contract, the provisions

of these Addenda shall take precedence and control. The Parties have hereunto caused this Amendment No. 6 to the Contract to be executed by their duly authorized representatives, effective as of the date of last signature.

ILLINICARE HEALTH PLAN, INC.

DEPARTMENT OF HEALTHCARE & FAMILY SERVICES

By: 
Printed Name: 
Title: Plan President and CEO
Date: 12/12/19
FEIN: 

By: 
Printed Name: 
Title: Director
Date: 12/13/19

STATE OF ILLINOIS

AMENDMENT NO. 6

DCFS YOUTH MANAGED CARE SPECIALTY PLAN – ADDENDUM #1

To The

CONTRACT

between the

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

ILLINICARE HEALTH PLAN, INC.

for

Furnishing Health Services by a Managed Care Organization

2018-24-401-402-KA6

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ARTICLE I: DEFINITIONS AND ACRONYMS

1.3 Additional Defined Terms Specific to the DCFS Youth Managed Care Specialty Plan:

1.3.1 **Authorized Representative** means an individual, case worker, group, entity, or other person(s) approved by DCFS who is legally authorized to speak for or on behalf of the Enrollee and which has been communicated to Contractor by the Department by way of the 834 Daily File in a location agreed upon between the Department and Contractor in the 834 Daily File.

1.3.2 **Comprehensive Health Evaluation** means the evaluation that is conducted within twenty-one (21) days of DCFS temporary custody and includes: (i) an Early and Periodic Screening, Diagnostic and Treatment program (EPSDT) examination; (ii) vision, hearing, and dental screening, when appropriate; and (iii) mental health, developmental, and alcohol and substance abuse screenings, when appropriate. Resulting referrals for specialized services are made as needed.

1.3.3 **Comprehensive Implementation Date** means February 1, 2020 or a later date mutually agreed upon by the Parties documented at least sixty (60) days prior to such a later date by written notice from the Department.

1.3.4 **Contract Addendum Effective Date** means the date of last signature.

1.3.5 **DCFS** means the Illinois Department of Children and Family Services.

1.3.6 **DCFS Authorized Agent** means DCFS staff who have been appointed and authorized by the DCFS Guardianship Administrator to officially act in the place of the DCFS Guardianship Administrator to authorize and consent to matters concerning DCFS Youth in Care.

1.3.7 **DCFS Caseworker** means the representative of record who has primary responsibility for a DCFS Youth in Care's child welfare case management, working with the youth and the youth's family to identify services to address issues that brought the youth into the child welfare system and providing updates to and making court appearances in the youth's Juvenile Court case. The DCFS Caseworker may be employed by DCFS or by a contracted Purchase of Service (POS) agency and may also be referred to as a "permanency worker."

1.3.8 **DCFS Guardianship Administrator** means that person designated by the Director of DCFS to serve as guardian of children accepted by DCFS pursuant to the Juvenile Court Act, the Children and Family Services Act, the Abused and Neglected Child Reporting Act, and the Adoption Act. The DCFS Guardianship Administrator has the legal

authority to consent to certain medical and behavioral health services for DCFS Youth in Care based on the specific orders entered in the Juvenile Court and on the specific ages of DCFS Youth in Care, in accordance with DCFS Rule 327.

- 1.3.9 **DCFS Service Plan** means a written plan on a form prescribed by DCFS that guides all individuals in the plan of child welfare intervention toward the permanency goals for DCFS Youth in Care. The DCFS Service Plan is developed by the DCFS Caseworker and other members of the Child and Family Team in accordance with DCFS Procedure 302, and indicates all services required for the child including services that are ordered by Juvenile Court.
- 1.3.10 **DCFS Youth** means both DCFS Youth in Care and Former Youth in Care who are Potential Enrollees, Prospective Enrollees or Enrollees in the DCFS Youth Managed Care Specialty Plan.
- 1.3.11 **DCFS Youth in Care** means a youth who is under the legal custody or guardianship of DCFS.
- 1.3.12 **Former Youth in Care** means a youth under the age of 21 who was previously under the legal custody or guardianship of DCFS but was reunified with their biological family, was adopted, was placed in subsidized guardianship, or whose Juvenile Court case was closed and is no longer under the legal custody of DCFS.
- 1.3.13 **Health Passport** means a summary of health information for each DCFS Youth in Care that contains the youth's health history, present health care and medical conditions, if any, and available health information about the youth necessary for the youth's proper care.
- 1.3.14 **HealthWorks** means a comprehensive system of health care developed by DCFS for all Illinois children and youth in foster care that ensures they have access to quality health care, routine health care and special health care that meets their identified health care needs and provides documentation of health needs and health care information that is readily accessible to caregivers, other healthcare providers and DCFS. HealthWorks provides access to and referral for primary health care physicians, initial health screenings, comprehensive health evaluations, well-child examinations and immunizations.
- 1.3.15 **Initial Health Screening** means the medical screening that is conducted within twenty-four (24) hours of DCFS temporary custody to identify health conditions that require prompt medical attention and to consider in making substitute care placement decisions.

- 1.3.16 **Interim Medical Case Management** means medical case management services provided by a HealthWorks lead agency for a child within the first forty-five (45) days of being placed in DCFS temporary custody. Activities required include, at a minimum, enrollment in HealthWorks, selection of a primary care physician, gathering of child and family health information, initiation of requests for prior health records, receipt of initial health screening documentation, completion of a Comprehensive Health Evaluation, ensuring provision of the Health Passport to the caregiver of the child, providing appropriate documentation and other information to the assigned permanency worker for inclusion in the DCFS Service Plan, and supporting the completion of any appropriate screening tools as necessary.
- 1.3.17 **Juvenile Court** means a court that is presiding over matters related to petitions alleging that a child or youth is abused, neglected, dependent or delinquent under the provisions of the Juvenile Court Act, 705 ILCS 405.1 et seq.
- 1.3.18 **Permanency Goal** means the desired outcome of child welfare intervention and service that is determined to be consistent with the health, safety, well-being, and best interests of the DCFS Youth in Care as defined by the Juvenile Court Act.
- 1.3.19 **Psychotropic Medication** means any medication capable of affecting the mind, emotions and behavior. This includes medications whose use for antipsychotic, antidepressant, antimanic, antianxiety, behavioral modification or behavioral management purposes is listed in AMA Drug Evaluations, latest edition, or Physician's Desk Reference, latest edition or that are administered for any of these purposes [405 ILCS 5/1-121.1]. For the purpose of this definition, medications used to induce or sustain sleep or to treat symptoms of aggression, enuresis and psychotropic medication-induced adverse effects are also included.
- 1.3.20 **Purchase of Service (POS) Agency** means a licensed child welfare agency with whom DCFS contracts to provide child welfare services to youth and families.
- 1.3.21 **Retained Behavioral Health Services** means all behavioral health services which are potentially eligible for reimbursement under Medicaid but are being paid by DCFS, as of the Comprehensive Implementation Date.
- 1.3.22 **Significant Events** are serious, sometimes traumatic occurrences that affect children and youth served by DCFS, are subject to mandatory reporting requirements, and are described in additional detail in DCFS Procedure 331.

ARTICLE II: TERMS AND CONDITIONS

2.3 LIST OF INDIVIDUALS IN AN ADMINISTRATIVE CAPACITY

2.3.2.10 Upon the Contract Addendum Effective Date, eight (8) full-time liaisons will be stationed on-site and hosted by DCFS Regional Offices throughout the State, as designated by the Department in consultation with DCFS, to provide administrative coordination with DCFS staff and stakeholders. Liaisons will be available during regular work hours to communicate with and to provide education and training to DCFS staff and stakeholders regarding managed care, and to engage in immediate problem resolution with Contractor's administrative staff. Issues or barriers reported to a liaison must be addressed and the resolution communicated to the appropriate DCFS staff or stakeholder within three (3) Business Days. Beginning no sooner than six (6) months after the Comprehensive Implementation Date Contractor may, as needed, adjust the number of full-time liaisons, subject to consultation with DCFS and the Department's Prior Approval.

ARTICLE IV: ENROLLMENT, COVERAGE AND TERMINATION OF COVERAGE

4.1 ENROLLMENT GENERALLY

4.1.1.1 For enrollments of DCFS Youth in Care effective on the Comprehensive Implementation Date, the Department shall assign the DCFS Youth in Care into Contractor's DCFS Youth Managed Care Specialty Plan. The DCFS Guardianship Administrator will have a ninety (90)-day change period after the Effective Enrollment Date to select another Health Plan as provided in Section 4.10.1.

4.1.1.2 For enrollments of Former Youth in Care effective on the Comprehensive Implementation Date, the Department shall assign the Former Youth in Care to Contractor. The Department will mail the Prospective Enrollee notice of the enrollment assignment at least thirty (30) days prior to the Effective Enrollment Date. The notice will include the provision of all education regarding Health Plan choices, and the ninety (90)-day change period after the Effective Enrollment Date to select another Health Plan as provided in Section 4.10.1.

4.1.1.3 For enrollments of DCFS Youth in Care effective after the Comprehensive Implementation Date, the DCFS Guardianship Administrator shall select a Health Plan for the Prospective Enrollee. The Department will process the Health Plan enrollment received from the DCFS Guardianship Administrator. All Enrollees will have a ninety (90)-day change period after the Effective Enrollment Date to select another Health Plan as provided in Section 4.10.1.

All Enrollees will have the opportunity to retain their current Medicaid Providers, including HealthWorks Providers, as long as that Medicaid Provider is within the selected Health Plan's network.

4.1.1.4 At the time a DCFS Youth in Care Enrollee becomes a Former Youth in Care, the Enrollee will remain enrolled with Contractor. The ICES will mail an enrollment notice to the Enrollee within five (5) Business Days of the Enrollee becoming a Former Youth in Care. The mailed enrollment notice will include the notice of continued Health Plan assignment and the provision of all education regarding Health Plan choices, and the ninety (90)-day change period after the Effective Enrollment Date to select another Health Plan as provided in Section 4.10.1.

4.3 INITIAL PROGRAM IMPLEMENTATION

4.3.1 DCFS Youth Managed Care Specialty Plan Preliminary Care Coordination and Administrative Activities. Contractor shall conduct preliminary Care Coordination and administrative activities beginning on the Contract Addendum Effective Date and ending on the Comprehensive Implementation Date, at which time Contractor is responsible for all Care Management requirements and assumes full-risk for the provision of Covered Services.

4.3.1.1 Care Coordination. For each DCFS Youth in Care Prospective Enrollee identified through the Department's 834 Daily File, Contractor shall: conduct a health risk screening; score the health risk screening to identify medical and Behavioral Health care needs; stratify based on need for Care Coordination; establish the appropriate Care Coordination team and assign a primary Care Coordinator; and complete additional assessments as needed. For Prospective Enrollees whose health risk screening or additional assessments indicate a need for Contractor to coordinate with a Provider, the Care Coordinator, or designated Contractor staff, shall identify the appropriate Provider, facilitate an introduction, and confer with the Provider as appropriate. When applicable, Contractor shall assist a Provider in becoming a Network Provider.

4.3.1.2 Communication Center. Contractor shall operate a call center staffed with trained personnel to address inquiries concerning the expansion of HealthChoice Illinois for Special Needs Children populations. The call center shall include a dedicated hotline for DCFS Youth.

4.3.1.3 Rapid Response Team. Contractor shall implement a rapid response team comprised of Contractor's subject matter experts positioned to respond to and resolve all inquiries regarding implementation of the DCFS Youth Managed Care Specialty Plan.

4.3.1.4 Public Relations. In collaboration with the Department and DCFS, Contractor shall develop and deliver comprehensive communications, in multiple formats,

designed to inform and educate stakeholders of the DCFS Youth Managed Care Specialty Plan.

4.3.2 For the DCFS Youth Managed Care Specialty Plan, enrollment of DCFS Youth Prospective Enrollees will begin on the Comprehensive Implementation Date.

4.7 EFFECTIVE ENROLLMENT DATE

4.7.1 For DCFS Youth in Care, coverage shall begin on the first day of the same month that the enrollment request was received by the Department.

4.7.2 For Former Youth in Care, coverage shall begin on the first day of the month following the DCFS Youth in Care coverage termination.

4.9 ENROLLEE WELCOME PACKET

4.9.1 Within five (5) Business Days after receipt of confirmation from the Department that an enrollment for a DCFS Youth was accepted, Contractor shall send an Enrollee welcome packet to the individual(s) designated by DCFS. The packet shall include all basic information as set forth in section 5.21.1.

4.15 CAPACITY

4.15.1.1 Contractor must ensure adequate physical, professional and Provider Network capacity to accept and serve all DCFS Youth Enrollees.

4.16 IDENTIFICATION CARD

4.16.1.7.1 Upon initial enrollment of DCFS Youth, the name and phone number of an Enrollee's PCP is not required.

4.16.1.7.2 For DCFS Youth Enrollees, Contractor shall reissue an identification card to an Enrollee when a PCP is assigned or chosen.

ARTICLE V: DUTIES OF CONTRACTOR

5.3 PHARMACY REQUIREMENTS

5.3.2.20 Contractor shall comply with the requirements of DCFS Rule and Procedure 325, including all requirements for consents and the development of a system that maintains the

requirement of prior authorization from DCFS prior to the administration of any psychotropic medication and stops prescriptions for psychotropic medications from being filled at a pharmacy if no prior authorization has been received from DCFS.

5.7 PROVIDER NETWORK

5.7.1.8 Contractor shall enter into a contract with any qualified HealthWorks Provider, HealthWorks lead agency, pediatric hospital, hospital with pediatric wings, pediatric specialist, child psychologist, and other behavioral health provider who provided Covered Services to DCFS Youth in Care prior to execution of this Contract, as verified by the Department, and as long as the Provider agrees to Contractor's rates and adheres to Contractor's QA requirements. In the event an existing Provider serving DCFS Youth in Care does not join the Contractor's Provider Network, Contractor must document that they attempted to contact the Provider a minimum of five (5) times through various means, such as phone calls, e-mails and letters, and received no response, or must document the reason the Provider declined to contract with Contractor. To be considered a qualified Provider, the Provider must be in good standing with the Department's FFS Medical Program. Contractor may establish quality standards for Providers, subject to the Department's Prior Approval. Contractor may terminate contracts with Providers who do not meet those quality standards if the Provider is informed at the time the standards come into effect and the standards have been in effect for at minimum one (1) year.

5.7.6 Non-Network Providers

5.7.6.1 Contractor shall make reasonable efforts to negotiate single-case agreements with out-of-state Providers treating DCFS Youth in Care. In the event Contractor is not able to finalize single-case agreements with out-of-state Providers within four (4) weeks of the Comprehensive Implementation Date or within two (2) weeks of a DCFS Youth in Care being moved out-of-state, Contractor will notify DCFS. Contractor shall continue to identify alternate or other suitable care in an appropriate setting. Contractor shall assist DCFS in securing healthcare services and shall maintain responsibility for payment for all Medicaid covered services for DCFS Youth in Care who reside outside of Illinois.

5.7.9 Integrated Health Homes

5.7.9.1 Contractor shall ensure that IHHs serving DCFS Youth have previous experience coordinating services for Special Needs Children. Where requirements of the Department's IHH program overlap with the requirements of this Contract Addendum, the IHH requirements will be prioritized.

5.7.15 Interim Medical Case Management Contracting Requirement. Contractor is responsible for the provision of Interim Medical Case Management. Contractor shall contract

with all current qualified HealthWorks lead agencies to provide Interim Medical Case Management services to all DCFS Youth in Care through the first forty-five (45) days of DCFS custody of the youth. The Interim Medical Case Management services shall include, at a minimum, gathering of child and family health information, initiation of requests for prior health records, receipt of twenty-four (24) hour initial health screenings, selection of primary care physician, completion of the Comprehensive Health Evaluation within twenty-one (21) days of DCFS temporary custody and provision of the Health Passport to the DCFS Youth in Care's caregivers, and supporting the completion of any appropriate screening tools as necessary. To be considered a qualified Provider, the Provider must be in good standing with the Department's FFS Medical Program. Contractor may establish quality standards for Providers, subject to the Department's Prior Approval. Contractor may terminate contracts with Providers who do not meet those quality standards if the Provider is informed at the time the standards come into effect and the standards have been in effect for at minimum one (1) year. Contractor shall notify the Department no less than sixty (60) days prior to the termination date of a contract with any HealthWorks lead agency.

5.11 COORDINATION TOOLS

5.11.2.1 Contractor shall have fully operational portals, which provide the DCFS Guardianship Administrator or Authorized Agents, DCFS Caseworkers, Enrollees, and Providers access to relevant information from the Care Management system.

5.12 CARE MANAGEMENT

5.12.3.3 For the DCFS Youth Managed Care Specialty Plan, Care Coordinators shall meet the qualifications and training requirements as set forth in Attachment XVI.

5.13 ASSESSMENTS AND CARE PLANNING

5.13.1.5 Contractor's goals, benchmarks, and strategies for managing the care of DCFS Youth shall be incorporated in, and included as part of, Contractor's Care Management program. Contractor shall use Department approved tools to determine the appropriate risk level of Care Management for DCFS Youth and will utilize additional relevant information from assessments or other evaluations, when provided by DCFS. Contractor shall determine measurable criteria to be utilized to establish each of the risk levels of Care Management.

5.13.1.5.1 Risk Level of Care Management Determination. For DCFS Youth, Contractor shall determine the appropriate risk level of Care Management in-lieu-of section 5.13.1.4 based upon an analysis of the information gathered through the process in this section. DCFS Youth Enrollees shall be assigned to one (1) of four (4) risk levels of Care Management: low risk, moderate risk, high risk or complex risk.

- 5.13.1.5.1.1 Risk Level of Care Management Determination for existing DCFS Youth. For DCFS Youth enrolled on the Comprehensive Implementation Date, Contractor shall conduct a health risk screening within ninety (90) days of enrollment. Contractor shall provide health risk screenings on a prioritized basis, as determined by the Department. Any DCFS Youth Enrollee who is determined to require a health risk assessment, based on the health risk screening, shall receive the health risk assessment within one hundred and twenty (120) days of enrollment. Contractor may administer a health risk assessment in place of a health risk screening provided it is administered within ninety (90) days of enrollment. The Contractor shall utilize information included in all health risk screenings, health risk assessments and other existing health evaluations to complete an IPoC, if required, within one hundred-twenty (120) days of enrollment.
- 5.13.1.5.1.2 Risk Level of Care Management Determination for DCFS Youth enrolled after the Comprehensive Implementation Date. For DCFS Youth enrolled after the Comprehensive Implementation Date, Contractor shall provide a health risk screening and, if needed, a health risk assessment within sixty (60) days of enrollment. Contractor shall utilize information included in all health risk screenings, health risk assessments and other existing health evaluations to complete an IPoC, if required, within sixty (60) days of enrollment.
- 5.13.1.5.1.3 If DCFS is not in agreement with the risk level determination made by Contractor for a DCFS Youth in Care, Contractor will work collaboratively with the Department and DCFS to resolve the disagreement and ensure that the best interest and needs of DCFS Youth in Care are met.

5.14 INTERDISCIPLINARY CARE TEAM (ICT)

5.14.4 Contractor shall support an ICT for all DCFS Youth Enrollees categorized as moderate risk, high risk, or complex risk.

5.14.4.1 For DCFS Youth in Care Enrollees, Contractor shall make reasonable efforts to collaborate with the DCFS Caseworker to ensure that the ICT is coordinated with all DCFS team-based decision-making processes, such as Child and Family Team meetings; that the Care Coordinator is able to participate, as needed, in the DCFS team-

based decision-making process; and, that the IPoC is updated as necessary with information or decisions made during a DCFS team-based decision-making process.

5.15 INDIVIDUALIZED PLANS OF CARE AND SERVICE PLANS

5.15.1.6 Include for DCFS Youth in Care Enrollees categorized as moderate risk, high risk, or complex risk, information from DCFS as available and an IPoC that is coordinated and consistent with the DCFS Service Plan as follows, given that DCFS provides this information to Contractor:

5.15.1.6.1 The IPoC shall include all goals and services that are necessary to support the Permanency Goal established in the DCFS Service Plan, given that DCFS provides this information to Contractor.

5.15.1.6.2 Information from the DCFS Service Plan will be incorporated into the IPoC as available.

5.15.1.6.3 Contractor shall not have responsibility for the payment for any non-Medicaid Services included in the DCFS Service Plan. DCFS shall retain responsibility for payment for all non-Medicaid Services.

5.15.1.6.4 Contractor shall notify the DCFS Caseworker within two (2) Business Days when the IPoC is updated. The updated IPoC shall be available for the DCFS Caseworker through the Enrollee portal.

5.15.1.7 for Former Youth in Care Enrollees categorized as moderate risk, high risk, or complex risk, reflect the requirements of Sections 5.15.1.1 through 5.15.1.4.

5.16 INDIVIDUAL PLAN OF CARE HEALTH RISK REASSESSMENT

5.16.1 Contractor shall review IPoCs of complex risk and high risk DCFS Youth Enrollees at least every thirty (30) days, and of moderate risk DCFS Youth Enrollees at least every ninety (90) days, and conduct reassessments as necessary based upon such reviews. At a minimum, Contractor shall conduct a health risk reassessment annually for each DCFS Youth Enrollee who has an IPoC. Contractor shall make available an updated IPoC through the Enrollee and Provider portals.

5.17 CASELOAD REQUIREMENTS

5.17.4 **DCFS Youth caseload standards.** For DCFS Youth Enrollees, caseloads of Care Coordinators shall be sufficient to ensure that contact standards are met for youth in each risk

level of Care Management and that the health outcome targets in this Addendum and in Attachment XI are achieved.

5.17.5 DCFS Youth contact standards. Care Coordinators who provide Care Management shall maintain contact as frequently as required to meet the DCFS Youth Enrollee's needs while adhering to the following minimum contact standards per risk level:

5.17.5.1 *Complex Risk.* The Care Coordinator shall contact the DCFS Youth Enrollee, and DCFS Caseworker as appropriate, and not less than one (1) time every fourteen (14) days. In-person contact shall be conducted with the DCFS Youth and the DCFS Caseworker as needed to meet the needs of the DCFS Youth.

5.17.5.2 *High Risk.* The Care Coordinator shall contact the DCFS Youth Enrollee, and DCFS Caseworker as appropriate, and not less than one (1) time every thirty (30) days. In-person contact may be conducted with the DCFS Youth and the DCFS Caseworker as needed to meet the needs of the DCFS Youth.

5.17.5.3 *Moderate Risk.* The Care Coordinator shall contact the DCFS Youth Enrollee, and DCFS Caseworker as appropriate, and not less than one (1) time every ninety (90) days.

5.17.5.4 *Low Risk.* The Care Coordination team shall contact the DCFS Youth Enrollee, and DCFS Caseworker as appropriate, and not less than one (1) time every one-hundred eighty (180) days.

5.17.6 Approved contacts for DCFS Youth in Care. Contractor shall ensure that contact is made only with Authorized Representative(s).

5.23 HEALTH, SAFETY, AND WELFARE MONITORING

5.23.2.3.4 Contractor shall comply with DCFS rules and procedures for reporting Significant Events.

5.40 MEETINGS AND COMMITTEES

5.40.5.1 For the DCFS Youth Managed Care Specialty Plan, Contractor shall have a DCFS Youth Enrollee advisory and stakeholder subcommittee that meets, at minimum, on a quarterly basis. Members of the committee will be geographically, culturally, and racially diverse to best reflect the profile of DCFS Youth Enrollees and must include a reasonably representative group of DCFS Youth Enrollees and stakeholders. The committee shall establish an ongoing mechanism for the community to provide Contractor with direct feedback on

Contractor's implementation and operations of the DCFS Youth Managed Care Specialty Plan. Contractor shall keep minutes for all meetings.

ARTICLE VII: PAYMENT AND FUNDING

7.22 DCFS RETAINED BEHAVIORAL HEALTH SERVICES

The Parties acknowledge that, prior to the Comprehensive Implementation Date, DCFS has contracted with third parties and pays for certain Retained Behavioral Health Services, which were not considered in development of Capitation rates approved by the Department in connection with the Request for Proposal related to this Addendum. For the term of the Contract DCFS will continue to contract with these third parties and continue payment for all such Retained Behavioral Health Services. If at such a time a decision is made to incorporate these services into the Capitation rates, the Parties agree to negotiate in good faith during the term of the Contract as to amended rates that reflect the inclusion of amounts related to these Retained Behavioral Health Services; provided, however, that DCFS shall be obligated to continue payment for all such Retained Behavioral Health Services until such time that the Parties have agreed to amended rates.

7.23 DCFS YOUTH IN CARE RISK CORRIDOR

The Department shall utilize, for DCFS Youth in Care Enrollees, a risk corridor mechanism that allows Contractor to operate with the understanding that if there are deviations from the estimated pattern of DCFS Youth in Care Enrollees' utilization of Covered Services used to develop the Capitation rates, the mechanism ensures that Contractor will share the risk of such deviations to a certain degree with the Department.

7.23.1 The risk corridor is based upon benefit expenses and healthcare quality improvement expenses as defined in 42 CFR 438.8, including incurred but not yet paid expenses, as reported by Contractor within a timeframe and format provided by the Department.

7.23.2 The risk corridor ratio is established as a percentage of actual expenses divided by Contractor's target amount. The target amount is calculated by multiplying the sum of benefit expenses and quality improvement expenses by Enrollee months for the initial rating period scheduled for February 1, 2020 through December 31, 2020.

7.23.2.1 In the event Contractor's risk corridor ratio is greater than 102.0%, the Department shall reimburse Contractor the target amount multiplied by:

7.23.2.1.1 50.0% multiplied by [risk corridor ratio less 102.0%], if the risk corridor ratio is less than or equal to 104.0%; or

7.23.2.1.2 1.0% plus 80.0% multiplied by [risk corridor ratio less 104.0%], if the risk corridor ratio exceeds 104.0%.

7.23.2.2 In the event Contractor's risk corridor ratio is less than 98.0%, The Department will recoup from Contractor the target amount multiplied by:

7.23.2.2.1 50.0% multiplied by [98.0% less risk corridor ratio], if the risk corridor ratio is greater than or equal to 96.0%; or

7.23.2.2.2 1.0% plus 80.0% multiplied by [96.0% less risk corridor ratio], if the risk corridor is less than 96.0%.

7.23.3 The risk corridor will be calculated using values reported consistent with the medical loss ratio (MLR) reporting. The payment or recoupment amount will be an adjustment to the numerator of the MLR for the calculation of the calendar year 2020 MLR.

7.24 INTERIM ADMINISTRATIVE PAYMENT

Department shall pay Contractor an administrative fee of \$4,056,000 to support preliminary Care Coordination and other administrative activities, as described in Section 4.3.1, to prepare for the Comprehensive Implementation Date of the DCFS Youth Managed Care Specialty Plan.

ARTICLE VIII: TERM, RENEWAL, AND TERMINATION

8.1 TERM OF THIS CONTRACT

8.1.1 The DCFS Youth Managed Care Specialty Plan shall begin on the Contract Addendum Effective Date and shall terminate on March 31, 2021.

ATTACHMENT XVI: QUALIFICATIONS AND TRAINING REQUIREMENTS OF CERTAIN CARE COORDINATORS AND OTHER CARE PROFESSIONALS

1.1 QUALIFICATIONS OF CERTAIN CARE COORDINATORS

1.1.5.5 Care Coordinator qualifications for High-Needs Children apply to all Enrollees in the DCFS Youth Managed Care Specialty Plan.

1.3 TRAINING REQUIREMENTS OF CERTAIN CARE COORDINATORS

1.3.2 Care Coordinators for the DCFS Youth Managed Care Specialty Plan shall be familiar with DCFS required assessments for DCFS Youth in Care and the DCFS team-based decision-making process. Contractor shall train Care Coordinators in various aspects of the Illinois child welfare system to include trauma informed care, the psychotropic consent process, Illinois Medicaid Child and Adolescent Needs and Strengths (IM-CANS), motivational interviewing, and other relevant information that receives the Department's Prior Approval.

1.4 TRAINING FUNCTIONS NOT OTHERWISE REFERENCED

1.4.1 Contractor shall make available to all Network Providers its trauma screening toolkit within thirty (30) days of the Contract Addendum Effective Date. Contractor may periodically update or revise the contents of the trauma screening toolkit. As of the Contract Addendum Effective Date, the trauma screening toolkit includes, but is not limited to:

- Trauma Events Screening Inventory Child Report Form Revised (TESI-CRF-R);
- Child PTSD Symptom Scale for DSM 5 (CPSS5);
- Mood and Feeling Questionnaire (MFQ);
- Center for Epidemiological Studies Depression Scale for Children (CES-DC);
- Screening for Anxiety and Related Emotional Disorders (SCARED); and
- NCTSN Child Welfare Referral Tool (CWRT).

1.4.2 On an annual basis, Contractor shall offer training in trauma informed care to all Network Providers. Training material content and format must receive Prior Approval from the Department.

STATE OF ILLINOIS

AMENDMENT NO. 6

DCFS YOUTH MANAGED CARE SPECIALTY PLAN – ADDENDUM #2

To The

CONTRACT

between the

DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

and

ILLINICARE HEALTH PLAN, INC.

for

Furnishing Health Services by a Managed Care Organization

2018-24-401-402-KA6

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ARTICLE I: DEFINITIONS AND ACRONYMS

1.3 Additional Defined Terms Specific to the DCFS Youth Managed Care Specialty Plan:

1.3.23 **Baseline Period** means the period of time beginning February 1, 2020, to December 31, 2020.

1.3.24 **Beyond Medical Necessity** means a hospitalization that continues after a DCFS Youth in Care has been medically cleared for discharge. The hospital is reimbursed for the Beyond Medical Necessity stay by DCFS.

ATTACHMENT XI: QUALITY ASSURANCE

1.2 Additional Outcomes for DCFS Youth in Care

1.2.1 Contractor shall prioritize meeting additional outcomes and performance measures for DCFS Youth in Care as required by the Department as follows:

1.2.1.1 Preventable inpatient hospitalizations for physical health will be reduced;

1.2.1.2 Discharge planning and identification of Medicaid community-based services available after discharge will be completed for 100% of DCFS Youth in Care admitted to an inpatient psychiatric hospital;

1.2.1.3 For DCFS Youth in Care who are identified as hospitalized Beyond Medical Necessity (BMN), specialized care conferences with the DCFS case worker will be convened within 20 days of reaching BMN status for at least eighty percent (80%) of BMN Youth in Care;

1.2.1.4 HEDIS/CHIPRA measures (to include EPSDT measures) for DCFS Youth in Care will remain consistent or will improve in relation to the HEDIS/CHIPRA measures reported by DCFS at the time of the Contract Addendum execution, provided that the data collection process utilized by DCFS is consistent with HEDIS/CHIPRA data requirements.

1.2.1.5 Equal or increased percentage of DCFS Youth in Care with Behavioral Health issues shall be engaged in Behavioral Health treatment excluding Retained Behavioral Health Services;

1.2.1.6 Equal or increased percentage of DCFS Youth in Care who receive screening for trauma symptoms and are referred for further trauma assessment and trauma oriented Behavioral Health services; and

1.2.1.7 Other outcomes agreed to by Contractor and the Department, in consultation with DCFS.

1.2.2 Target Outcomes Penalties and Incentives. After the Baseline Period, Contractor must meet the outcomes identified in this Addendum as well as any quality outcomes required in Attachment XI of the Contract. The Baseline Period will be utilized as the baseline for outcome measures, except for outcome measure referenced at 1.2.1.5. Six (6) months after the Baseline Period, outcome measures will be evaluated by the Department. In the event that fifty percent (50%) of the outcome measure targets are not achieved, Contractor must develop a corrective action plan detailing the strategy to achieve required outcome targets. The corrective action plan will be submitted for the Department's review and approval within thirty (30) days of the completion of the outcome measure evaluation, if required. Outcome measures will be reevaluated six (6) months after the submission of the corrective action plan and at intervals of six (6) months thereafter. The Department may assess Contractor penalties or may pay Contractor a separate State-funded only incentive payment at this point in time and every six (6) months thereafter as follows:

- \$100,000 for not meeting at least 50% of the outcome measure targets;
- \$50,000 for not meeting at least 60% of the outcome measure targets;
- \$40,000 for not meeting at least 70% of the outcome measure targets;
- \$90,000 for meeting at least 90% of outcome measure targets; and
- \$100,000 for meeting 100% of outcome measure targets.

1.2.3 Information Required from DCFS. The Department shall support and facilitate monthly data exchanges with DCFS to ensure Contractor receives accurate Enrollee level information regarding Behavioral Health treatment and diagnoses for DCFS Youth in Care and the POS Agencies for which they are accessing care in a format developed and provided by Contractor.