**Exhibit O**

**Signature Document For**

**Health and Human Services Commission**

**Contract No. XXX-XX-XXXX**

This Contract is between the Health and Human Services Commission (HHSC), an administrative agency within the executive department of the State of Texas, having its principal office at 4601 West Guadalupe Street, Austin, Texas 78751, and enter MCO name here, then delete this instruction, an entity organized under the laws of the State of […], having its principal place of business at […] and doing business under the brand name insert brand name here, then delete this this instruction (MCO). HHSC and MCO may be referred to in this Contract individually as a "Party" and collectively as the "Parties."

The purpose of this Contract is to set forth the terms for MCO’s participation as a managed care organization in the STAR Health Program (Program) administered by HHSC. Under the terms of this Contract, MCO shall provide comprehensive Healthcare Services to qualified Program recipients through a managed care delivery system.

1. **Legal Authority**

HHSC is authorized to enter into this Contract under Title XIX of the Social Security Act, Tex. Gov’t Code chapters 531 and 533 and Section 2155.144, and Tex. Fam. Code Chapter 266.

1. **Contract Duration, Renewals and Extensions**

**2.1** **Initial Contract Term.** This Contract shall be effective on insert date here, then delete this instruction (Effective Date) through TBD insert date here, then delete this instruction (Expiration Date), unless renewed, extended or terminated sooner. HHSC, at its sole option, may extend or renew the Contract for a maximum of three periods of two years each. Except as provide in section 2.2, the maximum contract term, including the initial contract term and allowable renewals or extensions is 12 years. The Operational Start Date is insert date here, then delete this instruction.

**2.2** **Renewals and Extensions.** Following the initial contract term and allowable extensions and renewals, HHSC may extend the Contract to address immediate operation or service delivery needs. A Contract extension under this section is subject to all requirements and limitations as may be provided under applicable law.

1. **Scope of Work**

MCO must provide all Program Healthcare Services and Deliverables identified in Attachment insert letter here, then delete this instruction, STAR Health Scope of Work, in accordance with all Contract requirements. MCO must provide such Healthcare Services to all Members residing in the state of Texas.

1. **Capitation Rate and Other Related Payments**

This is a Risk-based Contract. The Capitation Rate, as well as Delivery Supplemental Payments, and other related payments made by HHSC to MCO are stated in Attachment insert letter here, then delete this instruction, Capitation Rates.

1. **Documents Forming Contract and Order of Precedence**
   1. **Documents Forming This Contract.**

This Contract consists of the following documents:

This executed Signature Document;

Attachment A – Contract Affirmations;

Attachment insert – STAR Health Scope of Work;

Attachment insert – STAR Health Uniform Terms and Conditions;

Uniform Managed Care Manual, located at <https://hhs.texas.gov/services/health/medicaid-chip/provider-information/contracts-manuals/texas-medicaid-chip-uniform-managed-care-manual>;

Texas Medicaid Provider Procedures Manual, located at <https://www.tmhp.com/resources/provider-manuals/tmppm>;

Attachment insert – Capitation Rates;

Attachment insert – MCO Proposal;

Attachment insert – HHSC Solicitation No. HHS0010427, as may have been clarified and modified in response to questions submitted by Proposers and including all Addenda posted to the Electronic State Business Daily;

Attachment insert – Access Standards Map;

Attachment insert – Deliverables/Liquidated Damages Matrix;

Attachment insert – HUB Subcontracting Plan;

Attachment insert – Federal Assurances-Non-Construction Programs;

Attachment insert – Federal Certification Regarding Lobbying; and

Attachment insert – Respondent Information and Disclosures Form.

**5.2** **Order of Precedence** Unless expressly stated otherwise in this Contract, in the event of conflict, ambiguity or inconsistency between or among any documents, all HHSC documents take precedence over MCO’s documents.

1. **No Implied Assumptions**
2. The Parties acknowledge and agree that any assumption included in MCO’s Proposal will be deemed to have been rejected by HHSC and shall not be included as a Contract term unless the Parties have expressly agreed to incorporate such assumption in this Article 6. **Exceptions**

The Parties acknowledge and agree that any exceptions included in MCO’s Proposal will be deemed to have been rejected by HHSC and shall not be incorporated as a Contract term unless expressly acknowledged in this Article 7.

1. **Required Federal Approval**

This Contract requires approval by the Centers for Medicare & Medicaid Services (CMS). The Parties agree that during the pendency of such approval, neither Party is obligated to perform under the Contract and any expenses, costs, or liabilities incurred because of execution, or reliance thereon, of the Contract will be at the incurring Party's sole risk.

The Parties agree to act in good faith and, if needed, to take reasonable steps to modify the Contract to secure CMS approval. While HHSC agrees to act in good faith and reasonably pursue CMS approval, the length and substance of that pursuit will be in HHSC's sole discretion. If HHSC is unable to secure CMS approval, HHSC will not be responsible for any MCO expense or loss incurred from such inability, and the Contract will terminate upon notice to the MCO of such failure.

1. **MCO Brand Name**

MCO agrees that if it requests a change to its brand name for any purpose, MCO is responsible for all costs associated with the change, including HHSC's costs for modifying its business rules, system identifiers, communication materials, web pages, and all related costs.

1. **Contract Representatives**

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party:

**HHSC Contract Representative**

[Contract Representative Name]

[Agency Name]

[Address]

[City, State ZIP]

[Email Address]

**Contractor Contract Representative**

[Contract Representative Name]

[Contractor Name]

[Address]

[City, State ZIP]

[Email Address]

1. **Notice Requirements**
   1. All notices given by MCO shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the HHSC’s Contract Representative identified in Article 10.
   2. MCO shall send legal notices to HHSC at the address below and provide a copy to HHSC’s Contract Representative:

Cecile Erwin Young

Executive Commissioner

Health and Human Services Commission

4900 N. Lamar Blvd

Austin, Texas 78751

**and**

Health and Human Services Commission

Attn: Office of Chief Counsel

4900 N. Lamar Blvd; Mail Code 1100

Austin, Texas 78751

* 1. Notices given by HHSC to MCO may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
  2. Notices given by MCO to HHSC shall be deemed delivered when received by HHSC.
  3. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

1. **Signature Authority**

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by MCO before this Contract is effective or after it ceases to be effective are performed at the sole risk of MCO.

**Signature Page Follows**

**Signature Page For**

**HHSC Contract No. Insert Contract Number here then delete this instruction**

**Health and Human Services Commission Insert name of MCO here then delete this instruction**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title:

Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_ Date of signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_