

**Capitation Payments**

Broker shall receive Capitation Payments for transportation recipients, as described in ATTACHMENT A, of this Agreement. All payments will be subject to the availability of funds and shall be subject to all condition specified in this Agreement. Adjustments to Capitation Payments due to recipient reconciliations will be as soon as possible, following their discovery. In addition, broker agrees to accept an 834 enrollment report, and subsequent enrollment and payment reports from the State. Broker is responsible for meeting performance metrics as outlined in the contract Attachment D and is subject to liquidated damages as an offset to any payments made by the State including capitation payments as defined in the in this Agreement.

**Fee-For-Service Payments**

The State shall reimburse Broker on a fee-for-service basis for covered services billed by Broker and not included within the pre-paid benefit package as described in this Agreement.

**Ambulance Provider Payments (For Medicaid Eligible Recipients)**

For all ambulance providers who are contracted and credentialed with the Broker, the Broker shall pay the NEMT EOHHS established rate:

**NEMT Ambulance Transportation Rates**

- Ambulance Service Basic Life Support (BLS) Nonemergency the rate of \$147.67 per trip; and,
- Ambulance Service Life Support, Level 1 (ALS) the rate of \$177.20 per trip.

Such Medicaid NEMT Ambulance Transportation Rates shall be effective for ambulance trips provided from July 1, 2019 through June 30, 2020.

**Payments to Subcontractors and Providers**

The State shall bear no liability (other than liability for making payments required by this Agreement) for paying the valid claims of Broker subcontractors, including providers and suppliers.

The capitation rates set forth in ATTACHMENT A shall not be subject to change during the effective period therein specified except: (1) by Federal or State law; or (2) to cover additional services not currently included in this contract or to reflect a reduction in covered services; or (3) unless such change has been negotiated in accordance with this Agreement. Such change in rates shall not be effective until agreed in writing by the parties or, in the event of a change due to Federal and State law, until written notice by EOHHS to the Broker.

Rates shall be subject to annual review and revision by the EOHHS.

**Liability for Payment**

Broker agrees that recipients are not held liable as follows:

- Broker's debts, in the event of Broker's insolvency;
- Covered services provided to the recipient, for which the State does not pay Broker, or the State, or Broker, does not pay the individual or the TP that furnishes the services under a contractual, referral, or other arrangement; or,