

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES  
ONE ASHBURTON PLACE  
BOSTON, MA 02108

**AMENDMENT # 1**

to the

**FIRST AMENDED AND RESTATED REQUEST FOR RESPONSES FOR  
ONE CARE PLANS AND SENIOR CARE OPTIONS PLANS**

DOCUMENT #: 23EHSKAONECARESCOPROCURE

BID #: BD-23-1039-EHS01-ASHWA-84773

Amendment Issued: March 29, 2024

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The First Amended and Restated Request for Responses for One Care Plans and Senior Care Options Plans (RFR) is hereby amended as follows:

1. The **Table of Contents** is hereby amended by adding a new **ATTACHMENT J SCO CY2024 RISK SHARING ARRANGEMENTS**
2. **Section 3.6.B** of the RFR is amended by adding at the end the following new paragraph:

EOHHS has provided for reference the current risk sharing arrangement with its Senior Care Options plans (**Attachment J**). EOHHS intends to incorporate the terms of this risk sharing arrangement into the contracts it enters into with One Care and SCO Plans. EOHHS may update or amend the terms of its risk sharing arrangements with plans during the term of the contract.

3. The RFR is further amended by adding a new **Attachment J**.

**Attachment A, Model Contract for One Care Plans**, is hereby amended as follows:

1. **Section 2.2.2, EOHHS Readiness Review Responsibilities**, is hereby amended by striking **Section 2.2.2.3.1.2** in its entirety and replacing it as follows:

“2.2.2.3.1.2. Delegation and oversight of Contractor responsibilities, including but not limited to capabilities of Material Subcontractors in accordance with **Section 2.3.2.1.1.3**, and the Material Subcontractor Checklist (i.e., **Appendix K**);”

2. **Section 2.3.1.2.4, Appointing Key Personnel**, is hereby amended by striking the second occurrence of **Section 2.3.1.2.4.1** in its entirety, replacing it with the following new **Section 2.3.1.2.4.2**, and renumbering the existing **Sections 2.3.1.2.4.2** through **2.3.1.2.4.9** to **Sections 2.3.1.2.4.3** through **2.3.1.2.4.10**:

“2.3.1.2.4.2. Key personnel, except the Chief Financial Officer, Chief Operations Officer, and Chief Data Officer, shall be based in Massachusetts (i.e., physically present within the Commonwealth on a regular basis) to ensure local control.”

3. **Section 2.3.5, Material Subcontractors**, is hereby amended by striking **Section 2.3.5.3** in its entirety and replacing it as follows:

“2.3.5.3. All Material Subcontractors shall be prior approved by EOHHS. To obtain such approval, the Contractor shall make a request in writing and submit with that request a completed Material Subcontractor checklist report as set forth in **Appendix A** using the template (**Appendix K**) provided by EOHHS as it may be modified by EOHHS from time-to-time. The Contractor shall submit the completed **Appendix K** as part of the Readiness Review (see **Section 2.2.2.3.1.2**), and during the Contract Term for any changes in Material Subcontractors, as required in **Appendix A**.

2.3.5.3.1 For Material Subcontractors who are not pharmacy benefit managers or Behavioral Health Subcontractors, the Contractor shall submit such report to EOHHS at least 60 calendar days prior to the date the Contractor expects to execute the Material Subcontract.

2.3.5.3.2 The Contractor shall submit such report for pharmacy benefit managers and Behavioral Health Subcontractors 90 calendar days prior to the date the Contractor expects to execute the Material Subcontract.

2.3.5.3.3 The Contractor shall provide EOHHS with any additional information requested by EOHHS in addition to the information required in the Material Subcontractor checklist report. For Material Subcontractors who are pharmacy benefit managers, the Contractor shall provide a network adequacy report at EOHHS' request.”

- 4. Section 2.4.8, Deemed Eligibility,** is hereby amended by striking it in its entirety and replacing it as follows:

“2.4.8. Deemed Eligibility

2.4.8.1. EOHHS may require the Contractor to offer a specified period of Medicare and Medicaid continued Deemed Eligibility due to loss of MassHealth eligibility exceeding the thirty (30) day minimum required under 42 CFR 422.52(d). During the Deemed Eligibility period, the Contractor shall continue to provide the following in alignment:

2.4.8.1.1. Continued Medicare enrollment and coverage through the Contractor’s One Care D-SNP, consistent with 42 CFR 422.52(d);

2.4.8.1.2. Continued Medicaid enrollment and coverage through the Contractor’s One Care Medicaid managed care organization;

2.4.8.2. In no case shall a Deemed Eligibility period be less than thirty (30) days from the issue date of the required advance notice of Medicare disenrollment from the D-SNP due to loss of special needs status, as required by 42 CFR 422.52(d) and Chapter 2 of the Medicare Managed Care Manual. Covered Services and enrollment shall extend through the last day of the calendar month of the required Deemed Eligibility period.

2.4.8.3. The Contractor shall maintain aligned Medicaid and Medicare enrollment periods and provide Medicare and Medicaid coverage for Enrollees during any Deemed Eligibility period. Such Deemed Eligibility periods shall not be cancelled retroactively, unless approved by EOHHS.”

- 5. Section 2.5.1.2.4.1** is hereby amended by striking it in its entirety and replacing it as follows:

“2.5.1.2.4.1. The Comprehensive Assessment shall be conducted at a minimum by a Registered Nurse (RN) or equivalently trained health care professional (e.g. an individual with training inclusive of or substantially similar to the training provided to an RN.)”

6. **Section 2.5.2, Assessment for Assignment to Rating Categories**, is hereby amended by adding the following new **Section 2.5.2.7**:

“2.5.2.7. EOHHS may, at EOHHS’ discretion, delegate responsibility for performing assessments for assignment to Rating Categories described in this **Section 2.5.2**, to a third party. In the event EOHHS delegates such responsibility to a third party, the Contractor shall collaborate with such entity as directed by EOHHS. EOHHS shall provide written notice to the Contractor no less than ninety (90) days prior to the effective date of any such change.”

7. **Section 2.6.5** is hereby amended by adding the following new **Section 2.6.5.13**:

“2.6.5.13. Continuity of Transportation Services

2.6.5.13.1. The Contractor shall offer to contract with all current EOHHS–contracted transportation broker(s) in the Contractor’s Service Area(s) to provide medically necessary-non emergency transportation services (as defined in **Appendix C, Exhibit 1**) during Enrollees’ continuity of care periods, provided that such transportation broker(s) accept the payment methodology for direct transportation services set forth in such transportation broker(s) contract(s) with EOHHS.

2.6.5.13.2. If EOHHS modifies, adds, or terminates contracts with any transportation broker(s), EOHHS shall notify the Contractor of such changes and the Contractor shall provide access to the updated transportation brokers to Enrollees during each Enrollee’s continuity of care period.

2.6.5.13.3. The Contractor shall provide at least five (5) business days’ notice to the transportation broker(s) of any changes to the duration of the continuity of care period for an Enrollee that would either reduce or increase it from ninety (90) calendar days.

2.6.5.13.4 EOHHS shall provide authorization information about medically necessary non-emergency transportation services for the Contractor’s Enrollees to the Contractor. The Contractor shall cover non-emergency transportation services during the continuity of care period in no less than the amount, duration, and scope of the authorization provided by EOHHS.”

**8. Section 2.6.7.3** is hereby amended by adding the following new Section 2.6.7.3.9:

“2.6.7.3.9. Additional elements as required by EOHHS, including policy updates promulgated through regulations and bulletins issued by EOHHS.”

**9. Section 2.7.3.1** is hereby amended by striking it in its entirety and replacing it as follows:

“2.7.3.1 The Contractor shall not charge Medicaid cost-sharing to One Care Enrollees;”

**10. Section 2.7.3.5** is hereby amended by striking it in its entirety.

**11. Section 2.10.4.2.2** is hereby amended by adding the following new Sections 2.10.4.2.2.6 and 2.10.4.2.2.7 and renumbering the remaining sections of 2.10.4.2.2 accordingly:

“2.10.4.2.2.6. The Contractor shall demonstrate annually that its Provider Network includes sufficient providers to ensure that each Enrollee has access to one or more Anesthesiologists, Audiologists, Emergency Medicine Providers, Hematologists, Oral Surgeons, and Urgent Care centers, that are either within a twenty (20) mile radius or forty (40) minutes from the Enrollee’s Zip code of residence.

2.10.4.2.2.7. The Contractor shall demonstrate annually that its Provider Network includes sufficient providers to ensure that each Enrollee has access to a choice of at least two (2) chronic disease and rehabilitation hospitals, at least one (1) of which is either within a thirty (30) mile radius or sixty (60) minutes from the Enrollee’s Zip code of residence.”

**12. Section 2.12** is hereby amended by striking **Section 2.12.1.2.1** and renumbering the remaining subsections of 2.12.1.2 accordingly.

**13. Section 2.12** is further amended by inserting a new **Section 2.12.2** and renumbering the remainder of **Section 2.12** accordingly:

“2.12.2. Agents and Brokers

2.12.2.1. The Contractor’s employees (“Employed Agents”) shall perform marketing, education, and enrollment activities for the Contractor’s One Care Plan.

- 2.12.2.2. The Contractor shall not contract with or permit any third-party agents or independent agents/brokers (“External Brokers”) to market to, educate, or enroll Members in a One Care Plan. The Contractor may request an exception by submitting a Request to Use External Brokers in accordance with **Section 2.12.2.8**.
- 2.12.2.3. Proposed External Broker arrangements may be implemented only upon receipt of EOHHS approval of the Contractor’s Request to Use External Brokers as described in **Section 2.12.2.9**;
- 2.12.2.4. Training Requirements
- 2.12.2.4.1. In addition to Medicare and DOI required training, the Contractor shall require Employed Agents and approved External Brokers (if any) to complete additional training and demonstrate competency in key areas prior to engaging in marketing, education, and enrollment activities for the Contractor, and at least every two years thereafter. Such trainings include:
- 2.12.2.4.1.1. Eligible populations, including a description of the population characteristics, the range of health, functional, and other care needs of such populations, and how Eligible Individuals compare to other Medicare and MassHealth populations;
- 2.12.2.4.1.2. MassHealth programs, benefits, and coverage options available to Eligible Individuals, including MassHealth Fee-For-Service, One Care, PACE, and SCO, and the corresponding Medicare program, benefit, and coverage options for each;
- 2.12.2.4.1.3. Individualized health options resources for Eligible Individuals, including SHINE and the Ombudsman.
- 2.12.2.4.2. Trainings shall result in a thorough understanding of the MassHealth coverage options available to Eligible Individuals and the benefits to members of enrolling in an integrated care program (e.g. One Care, PACE, and SCO);
- 2.12.2.4.3. Upon EOHHS request, the Contractor shall submit to EOHHS the Contractor’s training plan, including how the required topics described in **Section 2.12.2.3.1** are addressed, additional topics and requirements, materials and resources, competency testing, and compliance; and

2.12.2.4.4. The Contractor shall implement any EOHHS-required updates to training requirements and materials.

#### 2.12.2.5. Monitoring Plan

2.12.5.1. The Contractor shall develop and implement a plan (hereinafter referred to as the Monitoring Plan) to monitor the marketing, education, and enrollment activities undertaken by its Employed Agents and approved External Brokers (if any) with respect to the D-SNP products available to Eligible Individuals that are offered by the Contractor or an affiliate, parent organization, or subsidiary of the Contractor in Massachusetts (collectively, "Contractor-related Organizations");

2.12.5.2. The Monitoring Plan shall be submitted to EOHHS for approval: (1) by the Contract Effective Date; and (2) at least thirty days prior to the effective date of any proposed changes to the Monitoring Plan (see also **Appendix A**);

2.12.2.5.3. The Monitoring Plan shall include, but not be limited to, descriptions of:

2.12.2.5.3.1. The Contractor's staffing and resources responsible for monitoring Employed Agent and External Broker activities and performance;

2.12.2.5.3.2. Ongoing monitoring and compliance processes and standards for Employed Agent and External Broker activities;

2.12.2.5.3.3. Secret shopper activities and how the results from such monitoring will be used;

2.12.2.5.3.4. How the Contractor will prevent, monitor, and remediate the provision of misleading or inaccurate information to Eligible Members by Employed Agents and External Brokers;

2.12.2.5.3.5. How the Contractor will prevent, monitor, identify, and remediate outlier trends of Eligible Members disenrolling from the Contractor's One Care Plan into non-SNP Medicare products offered by the Contractor or a Contractor-related Organization;

- 2.12.2.5.3.6. How the Contractor will track and analyze the Eligible Member enrollment into its One Care Plan and into non-SNP Medicare products offered by the Contractor or a Contractor-related Organization;
- 2.12.2.5.3.7. The measures that the Contractor will impose to prevent coercion, misinformation, and any other practices that may mislead Members or otherwise violate Member rights or autonomy;
- 2.12.2.5.3.8. How the Contractor will monitor, audit, and otherwise ensure the quality and reliability of Employed Agents and External Brokers;
- 2.12.2.5.3.9. Data and analysis the Contractor will collect and conduct on marketing, education, and enrollment activities performed by Employed Agents and External Brokers;
- 2.12.2.5.3.10. How the Contractor will enforce Member rights and protections;
- 2.12.2.5.3.11. Compliance actions available for Employed Agents and External Brokers, including the criteria for triggering them, and how and when the compliance actions would be taken;
- 2.12.2.5.3.12. How the Contractor will ensure contracted External Brokers comply with CMS requirements under 42 U.S.C 1320a-7b(b), including the Contractor's strategy to prohibit various purported administrative and other add-on payments or amounts that cumulatively exceed the maximum compensation allowed under the current regulations; and
- 2.12.2.5.3.13. The process the Contractor will use to report concerning behavior or trends, Member concerns and Grievances, and confirmed or suspected Medicare violations or violations of EOHHS requirements in this **Section 2.12.2**, to CMS, EOHHS, and the Massachusetts Division of Insurance (DOI), as appropriate.

#### 2.12.2.6. Compensation



2.12.2.6.1. The Contractor shall provide to EOHHS by the Contract Effective Date, at least thirty days prior to proposed changes, and upon EOHHS request (see also **Appendix A**):

2.12.2.6.1.1. Compensation and incentive arrangements and structures for its Employed Agents and approved External Brokers (if any) for the Contractor's One Care Plan;

2.12.2.6.1.2. The scope of all activities for which approved External Brokers (if any) are contracted;

2.12.2.6.1.3. How the Contractor's compensation arrangements shall ensure that enrollments into the Contractor's One Care Plan are similarly incentivized relative to enrollments into non-SNP Medicare products offered by the Contractor or Contractor-related Organizations;

2.12.2.6.1.4. How the Contractor's compensation arrangements do not inappropriately incentivize Employed Agents and External Brokers to steer Eligible Individuals to enroll in any Medicare products offered by the Contractor other than the Contractor's One Care Plan; and

2.12.2.6.1.5. The Contractor's contracts with External Brokers (if any).

2.12.2.6.2. The Contractor shall obtain EOHHS's approval prior to implementing any compensation arrangement for External Brokers (if any) for its One Care Plan;

#### 2.12.2.7. Marketing, Education, and Enrollment Report

2.12.2.7.1. The Contractor shall provide the following information to EOHHS quarterly and upon request:

2.12.2.7.1.1. Grievances and other feedback related to marketing, education, and enrollment activities, including the Contractor's responses and subsequent reporting to CMS, EOHHS, and DOI;

- 2.12.2.7.1.2. Enrollment outcomes and trends for Employed Agents and for External Brokers (if any);
- 2.12.2.7.1.3. Data and analysis from Secret Shopper activities described in **Section 2.12.2.5**; and
- 2.12.2.7.1.4. Additional information as may be required by EOHHS.

#### 2.12.2.8. Request to Use External Brokers

- 2.12.2.8.1. The Contractor may request an exception to **Section 2.12.2.2** to use one or more External Brokers for its One Care Plan by submitting a Request to Use External Brokers to EOHHS.
- 2.12.2.8.2. The Contractor shall submit to EOHHS a Request to Use External Brokers at least ninety (90) days prior to the proposed start of any such arrangement. All such Requests shall include a Proposal and an Oversight Plan as described in this **Section 2.12.2.8**:
- 2.12.2.8.3. The Contractor's Proposal to contract with one or more External Brokers shall include:
  - 2.12.2.8.3.1. An explanation of the basis for the Contractor's request to use External Brokers instead of, or in addition to, Employed Agents;
  - 2.12.2.8.3.2. An explanation of the potential impact on the Contractor's One Care plan if EOHHS does not grant the Contractor's request to use External Brokers;
  - 2.12.2.8.3.3. A description of the External Brokers' qualifications, experience, and disciplinary history before sanctioning bodies;
  - 2.12.2.8.3.4. The scope of activities to be performed by External Brokers;
  - 2.12.2.8.3.5. Disclosure of whether any of the proposed External Brokers are contracted with the Contractor or any Contractor-related Organization to perform activities

related to enrollment into non-SNP Medicare products in Massachusetts, including:

- 2.12.2.8.3.5.1. The business name and address of External Brokers that would be contracted for both One Care and non-SNP Medicare activities in Massachusetts;
  - 2.12.2.8.3.5.2. The applicable non-SNP Medicare products offered by the Contractor or Contractor-related Organizations in Massachusetts; and
  - 2.12.2.8.3.5.3. A description of how compensation and incentive structures for the One Care related activities performed by these External Brokers compare to compensation and incentive structures for the activities performed by these External Brokers for the Contractor's or Contractor-related Organizations' non-SNP Medicare products;
  - 2.12.2.8.3.6. Draft contract(s) between the Contractor and the proposed External Broker(s); and
  - 2.12.2.8.3.7. Additional information or details that further support the Contractor's request to contract with External Brokers.
- 2.12.2.8.4. The Contractor's Oversight Plan, including the following materials specific to the proposed External Broker arrangement:
- 2.12.2.8.4.1. Proposed modifications to the Training Plan as described in **Section 2.12.2.3** above;
  - 2.12.2.8.4.2. Proposed Compensation arrangements for External Brokers, consistent with **Section 2.12.2.4** above; and
  - 2.12.2.8.4.3. Proposed modifications to the Monitoring Plan, consistent with **Section 2.12.2.5** above;
- 2.12.2.8.5. External Brokers shall be considered Material Subcontractors, and shall be subject to the requirements of **Section 2.3.5**;

#### 2.12.2.9. EOHHS Review of Requests to Use External Brokers

- 2.12.2.9.1. During its review of the Contractor's Request to Use External Brokers, EOHHS, in its discretion, may at any time require the Contractor to modify and resubmit any of the information described in **Section 2.12.2.8**;
- 2.12.2.9.2. EOHHS shall make best efforts to provide written notice to the Contractor of its denial or approval or to request additional information within sixty (60) days of receipt of the Contractor's Request to Use External Brokers;
- 2.12.2.9.3. The Contractor shall implement any EOHHS-required additional oversight and monitoring requirements identified by EOHHS;
- 2.12.2.9.4. Following the Contractor's receipt of EOHHS approval to use an External Broker(s), the Contractor shall provide EOHHS with a copy of each of the Contractor's contracts with an External Broker(s) within 3 business days of its execution.
- 2.12.2.9.5. EOHHS may rescind approval of External Broker arrangements upon written notice to the Contractor; and
- 2.12.2.9.6. EOHHS may impose sanctions as described in **Section 5.3.14** for failure to comply with the requirements of this **Section 2.12.2.**"

**14. Section 2.15.1** is hereby amended by inserting the following new **Sections 2.15.1.1.4** through **2.15.1.1.6** and renumbering the existing **Sections 2.15.1.1.4** and **2.15.1.1.5** as 2.15.1.1.7 and 2.15.1.1.8, respectively:

- "2.15.1.1.4. Develop and maintain Enrollee-facing and Provider-facing online portal functions for Enrollees, Providers, and other Care Team members, including at least the following:
  - 2.15.1.1.4.1. Functionality for secure electronic communication between Care Team members, including the Care Coordinator and the Enrollee;

- 2.15.1.1.4.2. Enrollee medical records as described in **Section 2.15.5** and Centralized Enrollee Record as described in **Section 2.5**;
- 2.15.1.1.4.3. Status and tracking information for Service Requests as described in **Section 2.5.3.3** and for Authorizations as described in **Section 2.10.9**
- 2.15.1.1.4.4. Comprehensive Assessments as described in **Section 2.5.1**;
- 2.15.1.1.4.5. Enrollee Care Plan as described in **Section 2.5.3**;
- 2.15.1.1.4.6. Electronic access to Enrollee Notices and Letters;
- 2.15.1.1.4.7. Information about upcoming Assessments, Care Team discussions, and Care Coordinator meetings
- 2.15.1.1.4.8. Status and tracking information for Appeals and Grievances as described in **Section 2.13**; for Appeals, such information shall minimally include Appeal Level, disposition, applicable time standards and deadlines; and
- 2.15.1.1.4.9. Ability to electronically submit an Appeal or Grievance as described in **Section 2.13**, including to attach, submit, or otherwise update and access all related and supporting information on the Appeal or Grievance;
- 2.15.1.1.5. The Contractor shall ensure that Enrollee-facing and Provider-facing online portals are operational and available twenty-four hours a day, seven days a week, with minimal downtime for maintenance or updates, and shall adhere to all applicable state and federal requirements for privacy and security, accessibility, and communication access, including the requirements of **Section 2.12.3**;
- 2.15.1.1.6. The Contractor shall make available support and assistance features for the online portals, including but not limited to technical assistance, user guides, and ability to access live support from Enrollee Services (**Section 2.11**);

**15. Section 5.1.10.2** is hereby amended by striking it in its entirety and replacing it as follows:

“5.1.10.2. Copayments and Cost-sharing

- 5.1.10.2.1. As described in **Section 2.7.3**, the Contractor shall not charge Medicaid cost-sharing to Enrollees.
- 5.1.10.2.2. The Contractor shall not charge an Enrollee for coinsurance, deductibles, financial penalties, or any other amount in full or part, for any service provided under this Contract, except as specifically authorized by EOHHS in writing.
- 5.1.10.2.3. The Contractor shall ensure Provider compliance with all Enrollee cost-sharing and payment restrictions.
- 5.1.10.2.4. The Contractor shall implement cost-sharing compliance processes as directed by EOHHS. The Contractor shall submit such process to EOHHS for EOHHS approval, modify any part of the process upon receiving feedback from EOHHS, and resubmit such updated proposed process for EOHHS approval.
  - 5.1.10.2.4.1. Such processes shall minimally address situations in which an Enrollee is erroneously charged cost-sharing by a Provider and shall not require an Enrollee taking initial action (also referred to as Member overage).
  - 5.1.10.2.4.2. The Contractor shall implement the final, EOHHS-approved process and report on overages as specified in **Appendix A**.
- 5.1.10.2.5. Consistent with the requirements of 42 CFR 422.100, the Contractor shall track the Medicare cost-sharing amounts charged for Enrollees toward the Medicare Maximum Out of Pocket (MOOP) limit and shall apply the data obtained through tracking amounts charged for Enrollees toward the MOOP limit to claims processing and encounter data for purposes of identifying actual Medicaid costs for dual eligible individuals.”

**Attachment B, Model Contract for Senior Care Options Plans** is hereby amended as follows:

**16. Section 1, Definitions of Terms**, is hereby amended by striking **Section 1.123** in its entirety and replacing it as follows:

“1.123 **Provider Network** - The collective group of health care and social support Providers, including but not limited to PCPs, nurses, nurse practitioners, physician assistants, specialty Providers, mental health/substance use disorder Providers, community and institutional long-term care Providers, pharmacy Providers, and acute hospital and other Providers employed by or under subcontract with the Contractor.”

**17. Section 2.2.2, EOHHS Readiness Review Responsibilities**, is hereby amended by striking **Section 2.2.2.3.1.2** in its entirety and replacing it as follows:

“2.2.2.3.1.2 Delegation and oversight of Contractor responsibilities, including but not limited to capabilities of Material Subcontractors in accordance with **Section 2.3.2.1.1.3**, and the Material Subcontractor Checklist (i.e., **Appendix K**);”

**18. Section 2.3.1.2.4, Appointing Key Personnel**, is hereby amended by striking **Section 2.3.1.2.4.2** in its entirety and replacing it as follows:

“2.3.1.2.4.2 Key personnel, except the Chief Financial Officer, Chief Operations Officer, and Chief Data Officer, shall be based in Massachusetts (i.e., physically present within the Commonwealth on a regular basis) to ensure local control.”

**19. Section 2.3.5, Material Subcontractors**, is hereby amended by striking **Section 2.3.5.3** in its entirety and replacing it as follows:

“2.3.5.3 All Material Subcontractors shall be prior approved by EOHHS. To obtain such approval, the Contractor shall make a request in writing and submit with that request a completed Material Subcontractor checklist report as set forth in **Appendix A** using the template (**Appendix K**) provided by EOHHS as it may be modified by EOHHS from time-to-time. The Contractor shall submit the completed **Appendix K** as part of the Readiness Review (see **Section 2.2.2.3.1.2**), and during the Contract Term for any changes in Material Subcontractors, as required in **Appendix A**.”

- 2.3.5.3.1 For Material Subcontractors who are not pharmacy benefit managers or Behavioral Health Subcontractors, the Contractor shall submit such report to EOHHS at least 60 calendar days prior to the date the Contractor expects to execute the Material Subcontract.
- 2.3.5.3.2 The Contractor shall submit such report for pharmacy benefit managers and Behavioral Health Subcontractors 90 calendar days prior to the date the Contractor expects to execute the Material Subcontract.
- 2.3.5.3.3 The Contractor shall provide EOHHS with any additional information requested by EOHHS in addition to the information required in the Material Subcontractor checklist report. For Material Subcontractors who are pharmacy benefit managers, the Contractor shall provide a network adequacy report at EOHHS' request."

**20. Section 2.4.8, Deemed Eligibility**, is hereby amended by striking it in its entirety and replacing it as follows:

"2.4.8 Deemed Eligibility

- 2.4.8.1 EOHHS may require the Contractor to offer a specified period of Medicare and Medicaid continued Deemed Eligibility due to loss of MassHealth eligibility exceeding the thirty (30) day minimum required under 42 CFR 422.52(d). During the Deemed Eligibility period, the Contractor shall continue to provide the following in alignment:
  - 2.4.8.1.1 Continued Medicare enrollment and coverage through the Contractor's SCO D-SNP, consistent with 42 CFR 422.52(d);
  - 2.4.8.1.2 Continued Medicaid enrollment and coverage through the Contractor's SCO Medicaid managed care organization;
- 2.4.8.2 In no case shall a Deemed Eligibility period be less than thirty (30) days from the issue date of the required advance notice of Medicare disenrollment from the D-SNP due to loss of special needs status, as required by 42 CFR 422.52(d) and Chapter 2 of the Medicare Managed Care Manual. Covered Services and enrollment shall extend through the last day of the calendar month of the required Deemed Eligibility period.



2.4.8.3 The Contractor shall maintain aligned Medicaid and Medicare enrollment periods and provide Medicare and Medicaid coverage for Enrollees during any Deemed Eligibility period. Such Deemed Eligibility periods shall not be cancelled retroactively, unless approved by EOHHS.”

**21. Section 2.5.1.2.2, Concurrent Assessment Requirements,** is hereby amended by striking **Section 2.5.1.2.2.1** in its entirety and replacing it as follows:

“2.5.1.2.2.1 At least annually, the Comprehensive Assessment described in **Section 2.5.1** shall be conducted concurrently with the assessment for rating category assignment (i.e., MDS-HC or its successor), as described in **Section 2.5.2**, to remove redundancies in the assessment process and to reduce burden on the Enrollee.

2.5.1.2.2.2 Any elements required in both assessments shall be completed by a qualified Registered Nurse as described in **Section 2.5.2.2.1**. Other elements specific to the Comprehensive Assessment may be completed by a non-RN GSSC.”

**22. Section 2.5.1.2.4, Assessor Qualifications,** is hereby amended by striking **Section 2.5.1.2.4.3** in its entirety and replacing it as follows:

“2.5.1.2.4.3 For all other SCO Enrollees, the Comprehensive Assessment shall be conducted by a Registered Nurse (RN) or equivalently trained health care professional, or by a GSSC, as indicated in **Section 2.6.1.2.2**. An equivalently trained health care professional is an individual with training inclusive of or substantially similar to the training provided to an RN.”

**23. Section 2.5.2, Assessment for Assignment to Rating Categories,** is hereby amended by adding the following new **Section 2.5.2.7**:

“2.5.2.7 EOHHS may, at EOHHS’ discretion, delegate responsibility for performing assessments for assignment to Rating Categories described in this **Section 2.5.2** to a third party. In the event EOHHS delegates such responsibility to a third party, the Contractor shall collaborate with such entity as directed by EOHHS. EOHHS shall provide written notice to the Contractor no less than ninety (90) days prior to the effective date of any such change.”

**24. Section 2.6.5, Continuity of Care,** is hereby amended by striking **Section 2.6.5.3.3** in its entirety and replacing it as follows:

“2.6.5.3.3 For an Enrollee that has not transitioned to the Contractor’s Network Providers at the conclusion of the 90-day continuity of care period, the Contractor shall make best efforts to provide uninterrupted care beyond the 90-day period and shall establish policies and procedures to this effect. Such policies and procedures shall include, but not be limited to, honoring authorizations from the Enrollee’s previous plan until the Contractor issues new authorizations for Medically Necessary services; paying non-network providers for services until such Enrollees have been transitioned to a Network Provider; and other measures as further specified by EOHHS;”

**25. Section 2.6.7.3** is hereby amended by adding the following new Section 2.6.7.3.8:

“2.6.7.3.8 Additional elements as required by EOHHS, including policy updates promulgated through regulations and bulletins issued by EOHHS.”

**26. Section 2.7.3.1** is hereby amended by striking it in its entirety and replacing it as follows:

“2.7.3.1 The Contractor shall not charge Medicaid cost-sharing to SCO Enrollees;”

**27. Section 2.7.3.5** is hereby amended by striking it in its entirety.

**28. Section 2.10.4.2.2** is hereby amended by adding the following new Sections 2.10.4.2.2.6 and 2.10.4.2.2.7 and renumbering the remaining sections of 2.10.4.2.2 accordingly:

“2.10.4.2.2.6 The Contractor shall demonstrate annually that its Provider Network includes sufficient providers to ensure that each Enrollee has access to one or more Anesthesiologists, Audiologists, Emergency Medicine Providers, Hematologists, Oral Surgeons, and Urgent Care centers, that are either within a twenty (20) mile radius or forty (40) minutes from the Enrollee’s Zip code of residence.

2.10.4.2.2.7 The Contractor shall demonstrate annually that its Provider Network includes sufficient providers to ensure that each Enrollee has access to a choice of at least two (2) chronic disease and rehabilitation hospitals, at least one (1) of which is either within a thirty (30) mile radius or sixty (60) minutes from the Enrollee’s Zip code of residence.”

**29. Section 2.12** is hereby amended by striking **Section 2.12.1.2.1** and renumbering the remaining subsections of 2.12.1.2 accordingly.

**30. Section 2.12** is further amended by inserting a new **Section 2.12.2** and renumbering the remainder of **Section 2.12** accordingly:

“2.12.2: Agents and Brokers

2.12.2.1 The Contractor’s employees (“Employed Agents”) shall perform marketing, education, and enrollment activities for the Contractor’s SCO Plan.

2.12.2.2 The Contractor shall not contract with or permit any third-party agents or independent agents/brokers (“External Brokers”) to market to, educate, or enroll Members in a SCO Plan. The Contractor may request an exception by submitting a Request to Use External Brokers in accordance with **Section 2.12.2.8**.

2.12.2.3 Proposed External Broker arrangements may be implemented only upon receipt of EOHHS approval of the Contractor’s Request to Use External Brokers as described in **Section 2.12.2.9**;

2.12.2.4 Training Requirements

2.12.2.4.1 In addition to Medicare and DOI required training, the Contractor shall require Employed Agents and approved External Brokers (if any) to complete additional training and demonstrate competency in key areas prior to engaging in marketing, education, and enrollment activities for the Contractor, and at least every two years thereafter. Such trainings include:

2.12.2.4.1.1 Eligible populations, including a description of the population characteristics, the range of health, functional, and other care needs of such populations, and how Eligible Individuals compare to other Medicare and MassHealth populations;

2.12.2.4.1.2 MassHealth programs, benefits, and coverage options available to Eligible Individuals, including MassHealth Fee-For-Service, One Care, PACE, and SCO, and the corresponding Medicare program, benefit, and coverage options for each;

2.12.2.4.1.3 Individualized health options resources for Eligible Individuals, including SHINE and the Ombudsman.

2.12.2.4.2 Trainings shall result in a thorough understanding of the MassHealth coverage options available to Eligible Individuals and the benefits to members of enrolling in an integrated care program (e.g. One Care, PACE, and SCO);

2.12.2.4.3 Upon EOHHS request, the Contractor shall submit to EOHHS the Contractor's training plan, including how the required topics described in **Section 2.12.2.3.1** are addressed, additional topics and requirements, materials and resources, competency testing, and compliance; and

2.12.2.4.4 The Contractor shall implement any EOHHS required updates to training requirements and materials.

#### 2.12.2.5 Monitoring Plan

2.12.5.1 The Contractor shall develop and implement a plan (hereinafter referred to as the Monitoring Plan) to monitor the marketing, education, and enrollment activities undertaken by its Employed Agents and approved External Brokers (if any) with respect to the D-SNP products available to Eligible Individuals that are offered by the Contractor or an affiliate, parent organization, or subsidiary of the Contractor in Massachusetts (collectively, Contractor-related Organizations”);

2.12.5.2 The Monitoring Plan shall be submitted to EOHHS for approval: (1) by the Contract Effective Date; and (2) at least thirty days prior to the effective date of any proposed changes to the Monitoring Plan (see also **Appendix A**);

2.12.2.5.3 The Monitoring Plan shall include, but not be limited to, descriptions of:

2.12.2.5.3.1 The Contractor's staffing and resources responsible for monitoring Employed Agent and External Broker activities and performance;

2.12.2.5.3.2 Ongoing monitoring and compliance processes and standards for Employed Agent and External Broker activities;

2.12.2.5.3.3 Secret shopper activities and how the results from such monitoring will be used;

- 2.12.2.5.3.4 How the Contractor will prevent, monitor, and remediate the provision of misleading or inaccurate information to Eligible Members by Employed Agents and External Brokers;
- 2.12.2.5.3.5 How the Contractor will prevent, monitor, identify, and remediate outlier trends of Eligible Members disenrolling from the Contractor's SCO Plan into non-SNP Medicare products offered by the Contractor or a Contractor-related Organization;
- 2.12.2.5.3.6 How the Contractor will track and analyze the Eligible Member enrollment into its SCO Plan and into non-SNP Medicare products offered by the Contractor or a Contractor-related Organization;
- 2.12.2.5.3.7 The measures that the Contractor will impose to prevent coercion, misinformation, and any other practices that may mislead Members or otherwise violate Member rights or autonomy;
- 2.12.2.5.3.8 How the Contractor will monitor, audit, and otherwise ensure the quality and reliability of Employed Agents and External Brokers;
- 2.12.2.5.3.9 Data and analysis the Contractor will collect and conduct on marketing, education, and enrollment activities performed by Employed Agents and External Brokers;
- 2.12.2.5.3.10 How the Contractor will enforce Member rights and protections;
- 2.12.2.5.3.11 Compliance actions available for Employed Agents and External Brokers, including the criteria for triggering them, and how and when the compliance actions would be taken;
- 2.12.2.5.3.12 How the Contractor will ensure contracted External Brokers comply with CMS requirements under 42 U.S.C 1320a-7b(b), including the Contractor's strategy to prohibit various purported administrative and other add-on payments or amounts that cumulatively exceed the maximum compensation allowed under the current regulations; and

2.12.2.5.3.13 The process the Contractor will use to report concerning behavior or trends, Member concerns and Grievances, and confirmed or suspected Medicare violations or violations of EOHHS requirements in this **Section 2.12.2**, to CMS, EOHHS, and the Massachusetts Division of Insurance (DOI), as appropriate.

#### 2.12.2.6 Compensation

2.12.2.6.1 The Contractor shall provide to EOHHS by the Contract Effective Date, at least thirty days prior to proposed changes, and upon EOHHS request (see also **Appendix A**):

2.12.2.6.1.1 Compensation and incentive arrangements and structures for its Employed Agents and approved External Brokers (if any) for the Contractor's SCO Plan;

2.12.2.6.1.2 The scope of all activities for which approved External Brokers (if any) are contracted;

2.12.2.6.1.3 How the Contractor's compensation arrangements shall ensure that enrollments into the Contractor's SCO Plan are similarly incentivized relative to enrollments into non-SNP Medicare products offered by the Contractor or Contractor-related Organizations;

2.12.2.6.1.4 How the Contractor's compensation arrangements do not inappropriately incentivize Employed Agents and External Brokers to steer Eligible Individuals to enroll in any Medicare products offered by the Contractor other than the Contractor's SCO Plan; and

2.12.2.6.1.5 The Contractor's contracts with External Brokers (if any).

2.12.2.6.2 The Contractor shall obtain EOHHS's approval prior to implementing any compensation arrangement for External Brokers (if any) for its SCO Plan;

#### 2.12.2.7 Marketing, Education, and Enrollment Report

2.12.2.7.1 The Contractor shall provide the following information to EOHHS quarterly and upon request:

- 2.12.2.7.1.1 Grievances and other feedback related to marketing, education, and enrollment activities, including the Contractor's responses and subsequent reporting to CMS, EOHHS, and DOI;
- 2.12.2.7.1.2 Enrollment outcomes and trends for Employed Agents and for External Brokers (if any);
- 2.12.2.7.1.3 Data and analysis from Secret Shopper activities described in **Section 2.12.2.5**; and
- 2.12.2.7.1.4 Additional information as may be required by EOHHS.

#### 2.12.2.8 Request to Use External Brokers

- 2.12.2.8.1 The Contractor may request an exception to **Section 2.12.2.2** to use one or more External Brokers for its SCO Plan by submitting a Request to Use External Brokers to EOHHS.
- 2.12.2.8.2 The Contractor shall submit to EOHHS a Request to Use External Brokers at least ninety (90) days prior to the proposed start of any such arrangement. All such Requests shall include a Proposal and an Oversight Plan as described in this **Section 2.12.2.8**:
- 2.12.2.8.3 The Contractor's Proposal to contract with one or more External Brokers shall include:
  - 2.12.2.8.3.1 An explanation of the basis for the Contractor's request to use External Brokers instead of, or in addition to, Employed Agents;
  - 2.12.2.8.3.2 An explanation of the potential impact on the Contractor's SCO plan if EOHHS does not grant the Contractor's request to use External Brokers;
  - 2.12.2.8.3.3 A description of the External Brokers' qualifications, experience, and disciplinary history before sanctioning bodies;
  - 2.12.2.8.3.4 The scope of activities to be performed by External Brokers;
  - 2.12.2.8.3.5 Disclosure of whether any of the proposed External Brokers are contracted with the Contractor or any

Contractor-related Organization to perform activities related to enrollment into non-SNP Medicare products in Massachusetts, including:

- 2.12.2.8.3.5.1 The business name and address of External Brokers that would be contracted for both SCO and non-SNP Medicare activities in Massachusetts;
- 2.12.2.8.3.5.2 The applicable non-SNP Medicare products offered by the Contractor or Contractor-related Organizations in Massachusetts; and
- 2.12.2.8.3.5.3 A description of how compensation and incentive structures for the SCO related activities performed by these External Brokers compare to compensation and incentive structures for the activities performed by these External Brokers for the Contractor's or Contractor-related Organizations' non-SNP Medicare products;
- 2.12.2.8.3.6 Draft contract(s) between the Contractor and the proposed External Broker(s); and
- 2.12.2.8.3.7 Additional information or details that further support the Contractor's request to contract with External Brokers.
- 2.12.2.8.4. The Contractor's Oversight Plan, including the following materials specific to the proposed External Broker arrangement:
  - 2.12.2.8.4.1 Proposed modifications to the Training Plan as described in **Section 2.12.2.3** above;
  - 2.12.2.8.4.2 Proposed Compensation arrangements for External Brokers, consistent with **Section 2.12.2.4** above; and
  - 2.12.2.8.4.3 Proposed modifications to the Monitoring Plan, consistent with **Section 2.12.2.5** above;
  - 2.12.2.8.5 External Brokers shall be considered Material Subcontractors, and shall be subject to the requirements of **Section 2.3.5**;
- 2.12.2.9 EOHHS Review of Requests to Use External Brokers
  - 2.12.2.9.1 During its review of the Contractor's Request to Use External Brokers, EOHHS, in its discretion, may at any time



require the Contractor to modify and resubmit any of the information described in **Section 2.12.2.8**;

2.12.2.9.2 EOHHS shall make best efforts to provide written notice to the Contractor of its denial or approval or to request additional information within sixty (60) days of receipt of the Contractor's Request to Use External Brokers;

2.12.2.9.3 The Contractor shall implement any EOHHS-required additional oversight and monitoring requirements identified by EOHHS;

2.12.2.9.4 Following the Contractor's receipt of EOHHS approval to use an External Broker(s), the Contractor shall provide EOHHS with a copy of each of the Contractor's contracts with an External Broker(s) within 3 business days of its execution.

2.12.2.9.5 EOHHS may rescind approval of External Broker arrangements upon written notice to the Contractor; and

2.12.2.9.6 EOHHS may impose sanctions as described in **Section 5.3.14** for failure to comply with the requirements of this **Section 2.12.2.**"

**31. Section 2.15.1** is hereby amended by inserting the following new **Sections 2.15.1.1.4** through **2.15.1.1.6** and renumbering the existing **Sections 2.15.1.1.4** and **2.15.1.1.5** as 2.15.1.1.7 and 2.15.1.1.8, respectively:

"2.15.1.1.4 Develop and maintain Enrollee-facing and Provider-facing online portal functions for Enrollees, Providers, and other Care Team members, including at least the following:

2.15.1.1.4.1 Functionality for secure electronic communication between Care Team members, including the Care Coordinator and the Enrollee;

2.15.1.1.4.2 Enrollee medical records as described in **Section 2.15.5** and Centralized Enrollee Record as described in **Section 2.5**;

2.15.1.1.4.3 Status and tracking information for Service Requests as described in **Section 2.5.3.3** and for Authorizations as described in **Section 2.10.9**

2.15.1.1.4.4 Comprehensive Assessments as described in **Section 2.5.1**;

2.15.1.1.4.5 Enrollee Care Plan as described in **Section 2.5.3**;

2.15.1.1.4.6 Electronic access to Enrollee Notices and Letters;

2.15.1.1.4.7 Information about upcoming Assessments, Care Team discussions, and Care Coordinator meetings

2.15.1.1.4.8 Status and tracking information for Appeals and Grievances as described in **Section 2.13**; for Appeals, such information shall minimally include Appeal Level, disposition, applicable time standards and deadlines; and

2.15.1.1.4.9 Ability to electronically submit an Appeal or Grievance as described in **Section 2.13**, including to attach, submit, or otherwise update and access all related and supporting information on the Appeal or Grievance;

2.15.1.1.5 The Contractor shall ensure that Enrollee-facing and Provider-facing online portals are operational and available twenty-four hours a day, seven days a week, with minimal downtime for maintenance or updates, and shall adhere to all applicable state and federal requirements for privacy and security, accessibility, and communication access, including the requirements of **Section 2.12.3**;

2.15.1.1.6 The Contractor shall make available support and assistance features for the online portals, including but not limited to technical assistance, user guides, and ability to access live support from Enrollee Services (**Section 2.11**);

**32. Section 5.1.10.2** is hereby amended by striking it in its entirety and replacing it as follows:

“5.1.10.2. Copayments and Cost-sharing

5.1.10.2.1 As described in **Section 2.7.3**, the Contractor shall not charge Medicaid cost-sharing to Enrollees.

5.1.10.2.2. The Contractor shall not charge an Enrollee for coinsurance, deductibles, financial penalties, or any other amount in full or part, for any service provided under this Contract, except as specifically authorized by EOHHS in writing.

- 5.1.10.2.3. The Contractor shall ensure Provider compliance with all Enrollee cost-sharing and payment restrictions.
- 5.1.10.2.4. The Contractor shall implement cost-sharing compliance processes as directed by EOHHS. The Contractor shall submit such process to EOHHS for EOHHS approval, modify any part of the process upon receiving feedback from EOHHS, and resubmit such updated proposed process for EOHHS approval.
- 5.1.10.2.4.1. Such processes shall minimally address situations in which an Enrollee is erroneously charged cost-sharing by a Provider and shall not require an Enrollee taking initial action (also referred to as Member overage).
- 5.1.10.2.4.2. The Contractor shall implement the final, EOHHS-approved process and report on overages as specified in **Appendix A**.
- 5.1.10.2.5. Consistent with the requirements of 42 CFR 422.100, the Contractor shall track the Medicare cost-sharing amounts charged for Enrollees toward the Medicare Maximum Out of Pocket (MOOP) limit and shall apply the data obtained through tracking amounts charged for Enrollees toward the MOOP limit to claims processing and encounter data for purposes of identifying actual Medicaid costs for dual eligible individuals.”