

APPENDIX U

Requirements for ACO/MCO Behavioral Health Community Partner (BH CP) Agreements and Documented Processes

The Contractor shall maintain ACO/MCO-CP Agreements and accompanying CP Documented Processes with all BH CPs within the Contractor's Service Area(s), as specified in the Contract and in this **Appendix U**. The Contractor's ACO/MCO-CP Agreements and CP Documented Processes shall be provided to EOHHS upon request and may be reviewed and be subject to EOHHS approval.

All terms or their abbreviations, when capitalized in this Appendix, are defined as set forth in the Contract or otherwise defined by EOHHS. The Contractor and the BH CP with which the Contractor enters into an ACO/MCO-CP Agreement are referred to collectively herein as the "Parties."

The ACO/MCO-CP Agreement shall be structured such that it includes the sections as listed in this document (e.g. Section 1: Enrollee Assignment and Engagement), and that such sections follow the same order as delineated in this document. Any additional sections that the Parties choose to include in the ACO/MCO-CP Agreement must come after Section 9: Sustainability. The ACO/MCO-CP Agreement shall be held between the Contractor and the BH CP. The CP Documented Processes shall be jointly developed, implemented, and maintained by the ACO Partner and the BH CP.

The Contractor's ACO/MCO-CP Agreements and CP Documented Processes must comply with applicable laws and regulations, including but not limited to applicable privacy laws and regulations, and with each Party's respective contracts with EOHHS.

SECTION 1. ENROLLEE ASSIGNMENT AND ENGAGEMENT

- A.** The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for the exchange of Assigned Enrollee data between the Parties, as described in this **Appendix U, Section 1.B**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
 2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for changes to Enrollee Assignment or Engagement with the BH CP, as described in this **Appendix U, Section 1.C**, by the Community Partners (CP) Operational Start Date and at all times after such date.
- B.** The Parties' CP Documented Process for the exchange of Assigned Enrollee data between the Parties shall, at a minimum:

1. Specify the elements included in such data exchange, which shall include at a minimum: Assigned Enrollee name; date of birth; MassHealth ID number; Enrollee address and phone number; Enrollee Primary Language (if available); and PCP name, address, and phone number;
 2. Specify the frequency of such data exchange, which shall not be less than monthly;
 3. Specify the file type of such data exchange (e.g. Excel file or other mutually agreed upon file type);
 4. Specify the secure transmission method (e.g. secure email or the Mass HIway); and
 5. Be approved by both Parties;
- C. The Parties' CP Documented Process for changes to Enrollee Assignment or Engagement shall, at a minimum:
1. Specify the Contractor's process for processing requests from Assigned or Engaged Enrollees to change CPs, as described in **Section 2.5.F.5**, or Disengage from the CP, as described in **Section 2.5.F.6.a** of the Contract;
 2. Specify the Contractor's process for processing automatic changes to Assigned Enrollees' CP assignments and Disengagements from the CP;
 3. Specify the process by which the Contractor, in consultation with the CP, will determine if CP supports are no longer necessary for an Assigned or Engaged Enrollee;
 4. Specify the form, format and frequency for communications between the Parties regarding changes to Enrollee Assignment or Engagement and the processes for transitioning such Enrollee's care coordination and Care Management; and
 5. Be approved by both Parties.

SECTION 2. OUTREACH

- A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate the BH CP to notify the Contractor regarding progress on outreach to such Assigned Enrollees;
 2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for the BH CP to notify the Contractor about its progress on outreach requirements specified in this **Appendix U, Section 2.B** by the Community

Partners (CP) Operational Start Date and at all times after such date;

B. The Parties' CP Documented Process for the BH CP to notify the Contractor about its progress on outreach to the Contractor's Assigned Enrollees shall, at a minimum:

1. Specify the elements included in such notification, which at a minimum shall include the Assigned Enrollee's name, date of birth, MassHealth ID number and status (i.e. Engaged, in process, declined participation or unreachable);
2. Specify the frequency of such reporting, which shall not be less than monthly;
3. Specify the file type of such notification (e.g. Excel file or other mutually agreed upon file type);
4. Specify the transmission method (e.g. secure email or the Mass HIway); and
5. Be approved by both Parties.

SECTION 3. ADMINISTRATION OF CARE MANAGEMENT AND CARE COORDINATION

A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:

1. Specify that no Party to the ACO/MCO-CP Agreement may obligate the other Party to use a specific Comprehensive Assessment tool or Care Plan format or planning process, provided however that EOHHS may specify such Comprehensive Assessment tool or Care Plan format or planning process;
2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for Enrollee care coordination and Care Management, as described in this **Appendix U, Section 3.B**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
3. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for Enrollee transitions of care, as described in this **Appendix U, Section 3.C**, by the Community Partners (CP) Operational Start Date and at all times after such date;

B. The Parties' CP Documented Process for Enrollee care coordination and Care Management shall, at a minimum:

1. Clarify and document the respective roles and responsibilities of the Parties pertaining to care coordination and Care Management

for Assigned and Engaged Enrollees, as specified in each Party's respective contract with EOHHS;

2. Specify how the Contractor and the Assigned or Engaged Enrollee's PCP or PCP Designee will be included on the Assigned or Engaged Enrollee's Care Team and Care Team communications, including each Party's participation in case conferences/clinical rounds, where applicable, and how the PCP or PCP Designee will document approval of the Assigned or Engaged Enrollee's Care Plan and inform the BH CP of approval;
3. Specify the form, format and frequency for exchanging information and approvals necessary for care coordination and Care Management, including initial and updated Comprehensive Assessments and Care Plans;
4. Specify the Contractor's process for determining when responsibility for care coordination and Care Management for certain Assigned or Engaged Enrollees as described in **Section 2.5.F.6.b** of the Contract will be transitioned from the BH CP to the Contractor;
5. Specify the process for transitioning the care coordination and Care Management of Assigned or Engaged Enrollees from the BH CP to the Contractor, as determined by the criteria in this **Appendix U, Section 3.B.4**, above, including the process for notifying the BH CP and exchanging relevant Assigned or Engaged Enrollee data; and
6. Be approved by both Parties.

C. The Parties' CP Documented Process for transitions of care shall, at a minimum:

1. Clarify and document the respective roles and responsibilities of the Parties pertaining to transitions of care for Assigned and Engaged Enrollees, as specified in each Party's respective contract with EOHHS;
2. Specify the form, format and frequency for timely event notification, document exchange, and bi-directional updates regarding time-sensitive care-related information about Assigned and Engaged Enrollees, including, but not limited to, emergency department visits, inpatient admissions and transitions of care; and
3. Be approved by both Parties.

SECTION 4. RECOMMENDATIONS FOR SERVICES

A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:

1. Obligate the Contractor to provide the BH CP with information pertaining to ACO Covered Services and non-ACO Covered Services, as described in **Appendix C**, including any such services requiring prior authorization or referrals;
2. Obligate the Contractor to consider, as part of its approval process for prior authorizations, recommendations made by the BH CP, as reflected in the Engaged Enrollee's Care Plan, for ACO Covered Services from which the Engaged Enrollee may benefit (e.g. types of services or providers based on identified need);
3. Obligate the Contractor to require that the Engaged Enrollee's PCP consider making referrals based on recommendations made by the BH CP, as part of the Engaged Enrollee's Care Plan, for ACO Covered Services and non-ACO Covered Services from which the Engaged Enrollee may benefit (e.g. types of services or providers based on identified need);
4. Obligate the Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for how the Contractor will communicate to the BH CP any prior authorization decisions (e.g. approval, modification or denial) about, or PCP referrals for, ACO Covered Services recommended by the BH CP as part of the Engaged Enrollee's Care Plan, as described in this **Appendix U, Section 4.B**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
5. Obligate the Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for how Parties will communicate with each other upon notification of prior authorization decisions made regarding non-ACO Covered Services, as described in this **Appendix U, Section 4.C**, by the Community Partners (CP) Operational Start Date and at all times after such date;

B. The Parties' CP Documented Process for communication to the BH CP about prior authorization decisions pertaining to recommendations for ACO Covered Services shall, at a minimum:

1. Specify the form and format for how the Contractor will communicate any authorization decisions (e.g. approval, modification or denial) of ACO Covered Services made by the Contractor that had been recommended by the BH CP as part of the Engaged Enrollee's Care Plan;
2. Specify the form and format for how the Contractor will communicate any PCP referrals for ACO Covered Services that had been recommended by the BH CP as part of the Engaged Enrollee's Care Plan;

3. Specify how such authorization decisions and referrals will be incorporated into the Care Plan;
 4. Specify the responsible Party for assisting the Enrollee in accessing the ACO Covered Service, if approved; and
 5. Be approved by both Parties;
- C. The Parties' CP Documented Process for communication upon notification of authorization decisions for non-ACO Covered Services shall, at a minimum:
1. Specify the form and format for how notification of any authorization decisions made by EOHHS will be communicated to the appropriate representatives at the ACO and CP;
 2. Specify how such authorization decisions will be incorporated into the Engaged Enrollee's Care Plan;
 3. Be approved by both Parties.

SECTION 5. DATA SHARING AND IT SYSTEMS

- A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate the Parties to enter into and maintain an agreement governing the BH CP's use, disclosure, maintenance, creation or receipt of protected health information (PHI) and other personal or confidential information in connection with the ACO/MCO – CP Agreement that satisfies the requirements for a contract or other arrangement with a Business Associate under the Privacy and Security Rules, includes any terms and conditions required under a data use agreement between the Contractor and EOHHS and otherwise complies with any other privacy and security laws, regulations and legal obligations to which the Contractor is subject by March 30, 2018 and at all times after such date;
 2. Include such Agreement as an appendix to the ACO/MCO – CP Agreement; and
 3. Specify that no Party to the ACO/MCO-CP Agreement may obligate the other Party to use a specific Information Technology, Electronic Health Record system, or Care Management system;

SECTION 6. PERFORMANCE MANAGEMENT AND CONFLICT RESOLUTION

- A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for continued management of the ACO/MCO-CP Agreement, as described in this

Appendix U, Section 6.B, by the Community Partners (CP) Operational Start Date and at all times after such date;

2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for conflict resolution to address and resolve concerns or disagreements between the Parties which may arise, including but not limited to clinical, operational and financial disputes, as described in this **Appendix U, Section 6.C**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
3. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for development of a performance improvement plan, as described in this **Appendix U, Section 6.D**, by the Community Partners (CP) Operational Start Date and at all times after such date;

B. The Parties' CP Documented Process for management of the ACO/MCO-CP Agreement shall, at a minimum:

1. Specify the frequency and format of regular meetings between the Parties for the purposes of discussing the Parties' compliance under the ACO/MCO-CP Agreement, which shall not occur less than quarterly;
2. Specify the intended topics of discussion during such meetings, which shall include topics such as, but not limited to, Enrollee outreach, cost, utilization, quality and performance measures, communication between the Parties, and Enrollee grievances; and
3. Be approved by both Parties.

C. The Parties' CP Documented Process for conflict resolution shall, at a minimum:

1. Specify the circumstances within the ACO/MCO – CP Agreement and CP Documented Processes (e.g. clinical, operational, and financial) under which a Party to the ACO/MCO-CP Agreement may initiate such process;
2. Specify the point(s) of contact from each Party for relevant communications related to each type of conflict resolution;
3. Specify that EOHHS shall not act as an arbitrator or mediator in such process;
4. Specify the process for implementation of a performance improvement plan, as described in this **Appendix U, Section 6.D**, below, as a part of the conflict resolution process;
5. Specify the anticipated timeframe for resolution;
6. Specify the process for notification to EOHHS, should the issue not be resolved after following the process as described above; and

7. Be approved by both Parties;
- D.** The Parties' CP Documented Process for development and use of a performance improvement plan shall, at a minimum:
1. Specify under what circumstances such a performance improvement plan would be developed for a Party to the ACO/MCO-CP Agreement, which shall be as a result of a breach of contract or the conflict resolution process, as described above;
 2. Specify what shall be included in such performance improvement plan, including but not limited to: performance improvement goals, a timeframe for performance improvement, and expected outcome(s) of the performance improvement plan;
 3. Specify the process by which both Parties sign off on such performance improvement plan;
 4. Specify how EOHHS will be notified of performance improvement plan; and
 5. Be approved by both Parties.

SECTION 7. TERMINATION

- A.** The Contractor's ACO/MCO – CP Agreements shall, at minimum:
1. Obligate both Parties, prior to termination of the ACO/MCO-CP Agreement by either Party, to:
 - a. Follow all conflict resolution processes, as appropriate, described in this **Appendix U, Section 6.C**;
 - b. Submit advance notice to EOHHS at least 90 days prior to the anticipated date of termination;
 2. Specify that both Parties may only terminate the ACO/MCO – CP Agreement for cause or when the Parties have no shared Enrollees in EOHHS' sole determination and as further specified by EOHHS. In cases of material breach of the ACO/MCO-CP Agreement or if either Party terminates its relevant ACO or BH CP contract with EOHHS, termination of the ACO/MCO – CP Agreement may be made without following all conflict resolution processes described in this **Appendix U, Section 6.C**;
 3. If EOHHS terminates the relevant contract with the Contractor or BH CP, termination of the ACO/MCO – CP Agreement may be made without following all conflict resolution processes described in this **Appendix U, Section 6.C**; and

4. If EOHHS notifies a Party to the ACO/MCO-CP Agreement, indicating that the other Party has materially breached its contract with EOHHS, in the sole determination of EOHHS, the first Party may terminate the ACO/MCO-CP Agreement without following all conflict resolution processes described in this **Appendix U, Section 6.C**;
5. Specify that in the event of termination of the ACO/MCO-CP Agreement, the obligations of the Parties under the ACO/MCO-CP Agreement, with regard to each Assigned and Engaged Enrollee at the time of such termination, will continue until the Enrollee has been Disengaged from the CP program and the BH CP has provided a warm hand-off of the Assigned or Engaged Enrollee to the ACO, a new ACO or MCO, or a new CP, if applicable, and the transition of Enrollee data in accordance with the Parties' data policies, provided, however, that the Parties shall exercise best efforts to complete all Disengagement activities within one month from the date of termination, expiration, or non-renewal of the ACO/MCO-CP Agreement;

SECTION 8. OTHER REQUIREMENTS SPECIFIED BY EOHHS

A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:

1. Obligate both Parties to provide each other with information about key contact(s) that will be responsible for regular communication between the Parties about matters such as, but not limited to, data exchange, care coordination, and Care Management, including at a minimum the key contact's name, title, organizational affiliation, and contact information;
2. Obligate both Parties to provide each other with timely notification if such key contact(s) change;
3. Not obligate the BH CP to accept downside financial risk in Contract Year 1 or Contract Year 2, as specified in **Section 2.5.F.8.c** of the Contract, or as further specified by EOHHS;
4. Obligate the Parties to specify how each Party's business name may be used in each Party's respective Enrollee communications for the purposes of outreach, marketing and communication of the program, and other business purposes;
5. Obligate the Parties to make any and all amendments to the ACO/MCO-CP Agreement in good faith; and
6. Obligate both Parties to develop, implement, and maintain a mutually agreed upon CP Documented Process for reporting of gross misconduct or critical incident involving an Assigned or Engaged Enrollee to each other, as described in this **Appendix U**,

Section 8.B, by the Community Partners (CP) Operational Start Date and at all times after such date;

- B.** The Parties' CP Documented Process for reporting of misconduct or critical incident involving an Assigned or Engaged Enrollee shall, at a minimum:
1. Specify the circumstances under which the Parties must report an instance of gross misconduct or critical incident involving an Assigned or Engaged Enrollee, to each other, including but not limited to Reportable Adverse Incidents, as defined in **Section 1** of the Contract;
 2. Specify the form and format of such report of gross misconduct or critical incident involving an Assigned or Engaged Enrollee; and
 3. Be approved by both Parties.

SECTION 9. SUSTAINABILITY

- A.** The Contractor's ACO/MCO – CP Agreement shall, at a minimum, obligate the Parties, starting in Contract Year 2, to develop a mutually agreed upon sustainability plan in support of their continued relationship, beyond the terms of the ACO and BH CP contracts with EOHHS.