APPENDIX C-2

PCC Provider Contracts

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

Office of Medicaid
One Ashburton Place
Boston, MA 02108

FOURTH AMENDED AND RESTATED PRIMARY CARE CLINICIAN (PCC) PLAN PROVIDER CONTRACT

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ATTACHMENT A: PCC Enhanced Fee Codes (As of 4/29/03)

WHEREAS, the Executive Office of Health and Human Services ("EOHHS") is a governmental agency responsible for the administration of the Title XIX and Title XXI ("MassHealth") Program; and

WHEREAS, the Primary Care Clinician ("PCC") has met the criteria for participation in EOHHS' Primary Care Clinician Plan; and

WHEREAS, the parties wish to amend the Contract as set forth here;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the PCC and EOHHS agree as follows:

SECTION 1. DEFINITIONS

As used in this Contract, each of the following terms has the indicated meaning unless the context clearly requires otherwise.

Behavioral Health Program -- a managed care program administered by EOHHS through the Behavioral Health Program Contractor, for the provision of mental health and substance abuse services to Members enrolled in the PCC Plan.

Behavioral Health Program Contractor -- EOHHS' contractor responsible for providing mental health and substance abuse services to Members enrolled in the PCC Plan, for implementing quality management activities to support PCCs in delivering health care services to Enrollees, and for implementing administrative services to support EOHHS in managing its network of PCCs.

Behavioral Health Services -- MassHealth covered mental health and substance abuse treatment services.

Cold-Call Marketing -- any unsolicited personal contact by a PCC, its employees, agents, or subcontractors with a Member who is not enrolled with the PCC Plan that reasonably can be interpreted as intended to influence the Member to enroll in the PCC Plan, or to disenroll from, a MassHealth Managed Care Organization or the PCC Plan.

Early and Periodic Screening, Diagnosis and Treatment (EPSDT) -- the delivery of health care services to Members under the age of 21, in accordance with 42 U.S.C. § 1396d(a)(4), 42 CFR Part 441 Subpart B, and 130 CMR 450.140 et seq.

EPSDT Periodicity Schedule -- The EPSDT Medical Protocol and Periodicity Schedule that appears in **Appendix W** of all MassHealth provider manuals and is developed and periodically updated by MassHealth in consultation with the Massachusetts Chapter of the American Academy of Pediatrics, Massachusetts Department of Public Health, dental professionals, the Massachusetts Health Quality Partners, and other organizations concerned with children's health. The Schedule consists of screening procedures arranged according to the intervals or age levels at which each procedure is to be provided.

Easily Understood Format – the provision of information in a manner, format, and language that is easily understood, including written at no higher than a sixth-grade reading level.

Emergency Medical Condition -- a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of the Member or another person, or in the case of a pregnant woman, the health of the woman or her unborn child, in serious jeopardy, serious impairment to body function,

or serious dysfunction of any body organ or part, or, with respect to a pregnant woman, as further defined in section 1867(e)(1)(B) of the Social Security Act, 42 U.S.C. § 1395dd(e)(1)(B).

Emergency Services -- medical services that are furnished by a qualified provider and are needed to evaluate or stabilize an Emergency Medical Condition.

Enrollee -- a person determined eligible for MassHealth who is enrolled in the PCC Plan, either by choice or by assignment by EOHHS.

Executive Office of Health and Human Services (EOHHS) -- the Executive Office of Health and Human Services is the single state agency responsible for the administration of the MassHealth Program, pursuant to M.G.L. c. 118E and Title XIX and XXI of the Social Security Act and other applicable laws and waivers.

Grievance -- a complaint made by an Enrollee, which may be made either in writing or verbally, based on an issue of concern with any aspect of MassHealth or its participating provider network.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) -- federal law enacted as Pub. L. No. 104-191, and the regulations promulgated at 45 CFR Parts 160, 162 and 164, to ensure health care insurance portability, to streamline the administration of health care, and to protect the security and privacy of patient information.

Health Plan and Employer Data Information Set (HEDIS) -- a data set developed by the National Committee for Quality Assurance (NCQA), that is part of a national effort to standardize the measurement and reporting of health plan performance. EOHHS collects a subset of HEDIS measures each year to assess the performance of the PCC Plan and MassHealth-contracted Managed Care Organizations.

Individual Care Plan (ICP) – the plan of care developed by an Intensive Clinical Management clinician in conjunction with an individual's Behavioral Health Program Provider.

Individual Care Plan Report (ICPR) – a written version of the ICP that is mailed to PCCs.

Managed Care Contact -- an individual, designated by the PCC, to serve as the primary liaison between the PCC practice and EOHHS.

Marketing -- any communication from a PCC, its employees, agents or subcontractors to a Member who is not enrolled in the PCC Plan that reasonably can be interpreted as intended to influence the Member to enroll in the PCC Plan, or either to not enroll in, or to disenroll from, a MassHealth Managed Care Organization or the PCC Plan. This includes the production and dissemination by or on behalf of the PCC of any Marketing Materials. Marketing shall not include: (1) any one-to-one contact between a Provider and a Member who is a prospective, current, or former patient of that Provider regarding

the provisions, terms, or requirements of MassHealth as they relate to the treatment needs of that particular Member; (2) any one-to-one contact between a Provider and a Member who was a patient of that Provider at the time the Member was enrolled in a MassHealth Managed Care Organization or the PCC Plan to inform the Member how to select the Provider going forward, if the Member so chooses, provided that the Provider informs the Member of all the MassHealth managed care plans with which the Provider is participating, including the PCC Plan and any Managed Care Organization.

Marketing Materials -- materials that are produced in any medium, by or on behalf of the PCC and can reasonably be interpreted as intended for Marketing to Members. This includes the production and dissemination by or on behalf of the PCC of any promotional material or activities by any medium including, but not limited to, oral presentations and statements, community events, print media, audio visual tapes, radio, television, billboards, Yellow Pages, and advertisements that explicitly or implicitly refer to MassHealth managed care or Title XIX of the Social Security Act, and are targeted in any way toward Members.

MassHealth -- the medical assistance or benefit programs administered by EOHHS to provide and pay for medical services to eligible Members pursuant to Title XIX of the Social Security Act (42 U.S.C. 1396), Title XXI of the Social Security Act (42 U.S.C. § 1397), M.G.L. c.118E, and other applicable laws and waivers.

MassHealth Card -- the identification card issued to persons who have been determined eligible for MassHealth.

MassHealth Coverage Type -- a scope of medical services and other benefits that is available to Members who meet specific MassHealth eligibility criteria. See 130 CMR 450.105 for a list of services covered under each coverage type.

Medically Necessary -- those MassHealth covered services that have been determined to meet the Commonwealth's definition of "medically necessary services" at 130 CMR 450.204.

Member -- a person determined by the Executive Office of Health and Human Services to be eligible for MassHealth.

Non-Symptomatic Care – an Enrollee encounter with a Provider, not associated with any presenting medical signs. Examples include well-visits and physical examinations.

Non-Urgent Symptomatic Care – an Enrollee encounter with a Provider, associated with presenting medical signs and symptoms, but not requiring immediate medical attention. Examples include recurrent headaches or fatigue.

Panel -- all MassHealth members enrolled with a particular PCC.

Performance Improvement Management Services (PIMS) -- a quality improvement program administered by EOHHS' Behavioral Health Program Contractor to help PCCs improve the rate at which certain preventive care services are provided to PCC Plan Enrollees and improve the PCC's ability to manage the care of PCC Plan Enrollees with chronic diseases.

Poststabilization Care Services -- MassHealth covered services, related to an Emergency Medical Condition, that are provided after an Enrollee is stabilized in order to maintain the stabilized condition, or when covered pursuant to 42 CFR 438.114(e) to improve or resolve the Enrollee's condition.

Primary Care -- health care services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, independent nurse practitioner or independent nurse midwife, to the extent the furnishing of those services is legally authorized in the Commonwealth. Primary Care does not include emergency or poststabilization services provided in a Hospital or other setting.

Primary Care Case Management -- a system under which the PCC contracts with the State to furnish case management services (which include the location, coordination, and monitoring of Primary Care health services) to Enrollees.

Primary Care Clinician (PCC) -- a physician, independent nurse practitioner, group practice organization, community health center, hospital-licensed health center, or acute hospital outpatient department, with a signed PCC Plan Provider application that is approved by EOHHS.

Primary Care Clinician (PCC) Plan -- the Primary Care Case Management program administered by EOHHS through which Enrollees receive coordinated Primary Care and certain other medical services.

Provider -- a MassHealth-participating individual, group, facility, agency, institution, organization, or other entity that directly provides medical or Behavioral Health Services to Members.

Recipient Eligibility Verification System (REVS) -- EOHHS' on-line Member eligibility and enrollment verification system for use by MassHealth Providers.

Recipient Identification (RID) Number -- the 10-digit identification number assigned to each Member and printed next to or below the Member's name on the Member's MassHealth Card.

Referral -- authorization for those services that a PCC does not provide directly that require the PCC's referral or authorization in accordance with the provisions of this PCC Contract and applicable MassHealth regulations at 130 CMR 450.118.

Regional Network Manager (RNM) -- an individual who is assigned to a particular region of the state to conduct Performance Improvement Management Services (PIMS) with the PCCs that have a substantial number of Enrollees on their Panel.

Urgent Care -- medical services that are not primary care and are needed to treat a medical condition that is not an emergency medical condition.

SECTION 2. PCC ELIGIBILITY

The PCC shall, at the time of executing the Contract and at all times during the Contract term, meet the PCC Provider eligibility and participation requirements established in 130 CMR 450.118.

The PCC shall notify EOHHS and withdraw as a PCC if, at any time during the Contract term, the PCC no longer meets the PCC Provider eligibility and participation requirements at 130 CMR 450.118.

SECTION 3. PCC RESPONSIBILITIES

Section 3.1 Administration and Contract Management

A. Managed Care Contact

The PCC shall identify a Managed Care Contact to represent the PCC on all matters related to the fulfillment of the PCC Contract.

B. Notification of PCC Changes

1. Notice to EOHHS

The PCC shall notify EOHHS, in writing, at least 14 days prior to any changes affecting delivery of care, the administration of its PCC practice, or its performance of PCC Contract requirements. Such changes include, but are not limited to the following:

a. Voluntarily withdrawing from the PCC Plan or the MassHealth program for any reason;

b. A change in any information contained in the PCC Plan Provider application or other application submitted by the PCC to EOHHS;

c. A change of address;

d. A change in the Managed Care Contact required in **Section 3.1.A**.; and

e. A change in the PCC's hours of operation or designation of PCC specialty.

2. Notice to PCC Plan Enrollees

The PCC shall provide notice to its PCC Plan Enrollees in advance of any changes listed in **Section 3.1.B.1.a**. and **c.** above.

C. Medical Records

The PCC shall maintain an individual medical record for each PCC Plan Enrollee based on the following guidelines:

1. The medical record shall be consistent with MassHealth regulations and generally accepted medical practice and professional standards.
2. The medical record shall fully disclose the nature and extent of the services provided to PCC Plan Enrollees.
3. The PCC shall, upon request, furnish EOHHS and any other state and federal officials and agencies that have a legal right of access, or their designees, with such information, including copies of medical records of any Enrollee for whom payment was claimed from EOHHS, in accordance with 42 U.S.C. § 1396a(a)(30)(A) and 42 U.S.C. § 1396u-2(c)(1).
4. Upon an Enrollee's request, the PCC shall provide to the Enrollee a copy of the portion of his or her medical record created or maintained by the PCC at no cost to EOHHS or the Enrollee.

D. PCC Plan Panel Capacity

Upon approval of the PCC's Provider application, EOHHS will assign an Enrollee Panel capacity at the level requested by the PCC, except that EOHHS will not approve a Panel capacity in excess of 1500 Enrollees per individual PCC provider within the PCC practice. If the PCC Provider Application did not specify a Panel capacity, EOHHS will assign an Enrollee capacity of 1500 Enrollees per PCC site.

E. Marketing

The PCC shall not, in the performance of its services under this Contract:

1. Engage in any Cold-call Marketing; or
2. Engage in any Marketing unless EOHHS approves the Marketing Materials in advance and such Marketing Materials satisfy all applicable requirements in 42 CFR 438.104(b).

F. Informational and Instructional Materials

The PCC shall provide informational materials and instructional materials relating to Enrollees in an Easily Understood Format.

Section 3.2 Provision of Medical Services

A. Provision of Care

The PCC shall:

1. Comply with generally accepted medical practice and professional standards in the delivery of medical care to Enrollees;
2. Provide or refer for all Primary Care services covered under the Enrollee's MassHealth Coverage Type, as specified in 130 CMR 450.105;
3. Inform all MassHealth Standard and CommonHealth Enrollees under age 21 about the EPSDT program, including the benefits of preventative health care, the range of services available under the EPSDT program, including behavioral health services, and where and how to obtain those services;
4. Inform all MassHealth Standard and CommonHealth Enrollees under age 21 that medically necessary services in accordance with 42 U.S.C. § 1396d(a)(4), 42 CFR Part 441 Subpart B, and 130 CMR 450.140 et seq. are available without cost, except as may be provided under federal law, and that necessary transportation and scheduling assistance is available upon request;
5. Offer to screen all MassHealth Enrollees under age 21 in accordance with the EPSDT Periodicity Schedule and 130 CMR 450.140 through 150;
6. Provide or refer all MassHealth Standard and CommonHealth Enrollees under age 21 for all medically necessary treatment services, whether or not included in their coverage type, in accordance with the EPSDT Periodicity Schedule, 130 CMR

450.140 through 149, and applicable prior authorization procedures;

7. Provide or refer all MassHealth Basic, Essential, and Family Assistance Enrollees under age 21 for medically necessary treatment services that are covered by their coverage type, as described in 130 CMR 450.105;

8. Offer to screen using the standardized behavioral health screening tools described in the EPSDT Periodicity Schedule when conducting behavioral health screens according to the EPSDT Periodicity Schedule and 130 CMR 450.140 through 150;

9. Take any other actions with respect to providing and documenting EPSDT screens, referrals, and treatment services that are required by EOHHS, as directed and notified by EOHHS;

10. Inform all Enrollees that family planning services are available to the Enrollee through any MassHealth family planning provider, and that Enrollees do not need a referral in order to receive such services;

11. Not deny any Enrollee MassHealth covered services for which the Enrollee is eligible on account of the Enrollee's inability to pay the cost sharing; and

12. Acknowledge the rights of Enrollees (see **Section 3.6**) and take these rights into account when furnishing services to Enrollees.

B. Access

The PCC shall provide reasonable and adequate hours of operation and shall ensure that the following access standards are met:

1. Non-urgent, Symptomatic Primary Care Appointments. The PCC shall ensure that Enrollees are offered a date for non-urgent, symptomatic Primary Care appointments within 10 days of the Enrollee's request.

2. Non-symptomatic Primary Care Appointments. The PCC shall ensure that Enrollees are offered a date for non-symptomatic Primary Care appointments within 45 days of the Enrollee's request unless otherwise mandated by the EPSDT Periodicity Schedule in **Appendix W** of all MassHealth provider manuals, per 130 CMR 450.141.

3. Urgent Care Appointments. The PCC shall ensure that Enrollees are offered a date for urgent care within 48 hours of the Enrollee's request.

4. Special Rules for Appointments for Enrollees Placed in the Care of Custody of the Department of Social Services (DSS). For Enrollees newly placed in the care or custody of the Department of Social Services (DSS), make best efforts to provide a DSS Health-care Screening within seven calendar days of receiving a request from a DSS case worker for such DSS Health-care Screening, and provide a Comprehensive Medical Examination within 30 calendar days of receiving a request from a DSS case worker for such a Comprehensive Medical Examination unless otherwise mandated by the EPSDT Periodicity Schedule in **Appendix W** of all MassHealth provider manuals, per 130 CMR 450.141. A DSS Comprehensive Medical Examination shall be conducted, if applicable, in accordance with the EPSDT Periodicity Schedule.

5. Emergency Services. The PCC shall provide Emergency Services immediately upon request, or instruct the Enrollee to go to the nearest emergency room or to call 911, as appropriate.

6. Poststabilization Care Services. The PCC must provide any necessary referrals for Poststabilization Care Services.

7. 24 hours/7 days per week. The PCC shall provide Enrollees with a telephone number to contact the PCC during the hours when the office is not open. The PCC shall respond to all such calls within one hour.

8. Arrangement for Care in the PCC's Absence. The PCC may arrange with another Provider to deliver health care services to Enrollees in his or her absence. If the PCC has such arrangement, the PCC shall ensure that the Provider is a MassHealth participating Provider.

C. Referral for Service

The PCC shall:

1. Inform Enrollees of those services which do not require a PCC referral (see 130 CMR 450.118);

2. Refer the Enrollee when unable to provide a MassHealth-covered service that requires a referral to an appropriate MassHealth Provider who is able to provide the service, taking into account Enrollee preferences to the extent possible;

3. Provide for arrangements with, or referrals to, sufficient numbers of physicians and other practitioners enrolled with MassHealth to ensure that MassHealth covered services can be furnished to Enrollees promptly and without compromise to quality of care;

4. Initiate a PCC referral either by:

   a. Telephone;

   b. Using the MassHealth referral form; or

   c. Using the PCC's own referral form as long as it includes the same information contained in the MassHealth referral form.

5. Make best efforts to make all PCC referrals before the Enrollee receives services that require a referral;
6. Provide the referred-to Provider with the PCC's MassHealth Provider number for use on their claim form;
7. At its discretion, provide referrals for Enrollees the PCC has not yet seen; and
8. Document each referral in the Enrollee's medical record. Documentation shall include a copy of any medical report the referred to Provider submits to the PCC.

D. Coordination of Care

The PCC shall:

1. Monitor all MassHealth-covered services, whether provided directly or through a referral to other MassHealth providers. Monitoring of services that do not require a referral is at the discretion of the PCC in keeping with generally accepted medical practice and professional standards;
2. Communicate and coordinate, to the extent permissible by law, with any provider delivering any medical or Behavioral Health Services to the PCC's Enrollees, including all specialists, home health agencies, behavioral health professionals and providers, state agency case managers, care or disease managers, school-based health centers, local education authorities (schools), and discharge planners, as appropriate and applicable. Coordination shall include, upon receipt of an Individual Care Plan (ICP) Report from the Behavioral Health Program Contractor, reviewing and acknowledging receipt of the ICP Report.
3. Enroll in the Massachusetts Department of Public Health's Immunization Program.

E. Pharmacy Management

The PCC shall participate as directed in EOHHS' pharmacy management initiatives, and shall refer to the MassHealth Drug List when prescribing Medically Necessary medications.

F. Verification of Enrollee Eligibility

The PCC shall verify each Enrollee's health care coverage and PCC Plan enrollment before providing services.

Section 3.3 Member Enrollment, Disenrollment, Reenrollment, and Orientation

A. Member Enrollment to PCC Panel

The PCC shall accept for enrollment or reenrollment all Members assigned to the PCC's panel in the order in which they are assigned without restriction unless:

1. The PCC is operating at full Panel capacity.
2. The PCC shall not accept for enrollment or reenrollment any particular Member if the PCC is not medically qualified to provide Primary Care to that Member, provided that the PCC shall not discriminate and will not use any policy or practice that has the effect of discriminating against an Enrollee with respect to enrollment, disenrollment, or reenrollment on the basis of race, color, national origin, age, physical or mental disability, marital status, sexual orientation, health care status, or need for health care services.

B. Enrollee Disenrollment

1. The PCC may not disenroll an Enrollee from its Panel. The PCC may request that EOHHS disenroll an Enrollee from its Panel, provided that the PCC may not request disenrollment because of an adverse change in the Enrollee's health status, or because of the Enrollee's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except where his or her continued enrollment seriously impairs the PCC's ability to furnish services to either the particular Enrollee or other Enrollees). EOHHS may in its sole discretion grant this request if the PCC demonstrates, in writing, to the satisfaction of EOHHS that:

a. The Enrollee has a pattern of noncompliant or disruptive behavior which is not the result of the Enrollee's special needs;

b. The continued enrollment of the Enrollee with the PCC seriously impairs the PCC's ability to furnish services to either this particular Enrollee or other Enrollees; or

c. The PCC is unable to meet the medical needs of an Enrollee.

C. Enrollee's Initial Visit and Orientation

1. PCC Plan Orientation

The PCC shall orient all Enrollees to the PCC Plan. The PCC Plan orientation shall include, at a minimum, the following information:

a. The Importance of Primary Care. The PCC shall explain the importance of Primary Care and the role of the PCC in managing and providing that care.

b. Updating Enrollee Information. The PCC shall explain the importance of keeping the PCC and EOHHS updated about any change in address or telephone number.

c. Services That Do Not Require a Referral. The PCC shall tell Enrollees about those services that do not require a PCC referral. See 130 CMR 450.118.

d. Carrying the MassHealth Card. The PCC shall emphasize that Enrollees should carry the MassHealth Card to enable Providers to check MassHealth eligibility and identify the Enrollee's PCC.

e. Helpful Telephone Numbers for Enrollees. The PCC shall provide Enrollees with the telephone numbers, in addition to the PCC's, for the following PCC Plan services:

1) MassHealth customer service; and

2) Behavioral Health Program Contractor's customer service line.

f. PCC Practice Specifics. The PCC shall tell Enrollees about:

1) The days and hours that the PCC's practice is open;

2) How long the Enrollee should expect to wait for an appointment for Primary and Urgent Care, consistent with access requirements specified in **Section 3.2.B.**;

3) Appointment cancellation procedures;

4) Alternate phone numbers; and

5) Procedures for contacting the PCC's office after normal business hours, including who to contact, who will call the Enrollee back, and how long the Enrollee should expect to wait for a return call, consistent with access requirements specified in **Section 3.2.B.**

2. Initial Visit

a. Timing of Initial Visit

1) For New Enrollees

The PCC shall attempt to contact a new Enrollee within three weeks of enrollment in order to schedule an initial visit unless the Enrollee has previously been known to the PCC and is already in the care of the PCC. The PCC shall make best efforts to schedule the initial visit, when required, within four months of enrollment with the PCC.

2) For New PCC Plan Enrollees Previously Known to and Currently in the Care of the PCC

No initial visit is required if the PCC has performed a physical examination within the last 12 months or, in the case of an Enrollee under age 21, within the period described in the EPDST Schedule.

3) Outreach to Pregnant Enrollees

The PCC shall attempt to contact an Enrollee who is pregnant within seven days of the PCC learning of the Enrollee's pregnancy to ensure that the Enrollee is accessing prenatal care services.

b. Purpose of Initial Visit

The initial visit shall include, at a minimum:

1) A medical history intake;

2) A physical examination;

3) For Enrollees under age 21, provision of services according to the EPSDT Schedule; and

4) Medically Necessary treatment.

Section 3.4 Privacy, Confidentiality, Security of Personal Data and HIPAA Compliance

A. Covered Entities

The parties acknowledge that they are covered entities, as defined in HIPAA regulations at 45 CFR 160.103.

B. Requirements Regarding Personal Data

The PCC shall comply with all applicable requirements regarding the privacy, confidentiality, security, use and disclosure of personal data (including protected health information), including but not limited to the requirements set forth in M.G.L. c.66A, 42 CFR 431, Subpart F, and 45 CFR Parts 160, 162 and 164.

C. PCC's Compliance with HIPAA

The PCC shall:

1. Conform to all applicable HIPAA requirements and regulations no later than the compliance date of each of those requirements or regulations.
2. At all times subsequent to the applicable compliance dates be in compliance with such requirements and regulations.
3. Work cooperatively with EOHHS on all activities related to implementation of and ongoing compliance with HIPAA requirements, as directed by EOHHS; and
4. Execute, at EOHHS' direction, a Trading Partner Agreement and any other agreements EOHHS determines are necessary to comply with HIPAA requirements.

Section 3.5 Enrollee Grievances

The PCC shall assist in Grievance resolution procedures as follows:

A. If an Enrollee has a Grievance related to the PCC, the PCC shall work cooperatively with the Enrollee and EOHHS to resolve the Grievance.

B. If the Enrollee wishes to file a Grievance, the PCC shall instruct the Enrollee to contact the MassHealth Customer Service Center.

Section 3.6 Enrollee Rights

A. The PCC must comply with all applicable Federal and State laws that pertain to Enrollee rights, including but not limited to, the Americans with Disabilities Act and the Civil Rights Act of 1964.

B. The PCC must ensure that its staff and any affiliated providers take those rights into account when furnishing services to Enrollees.

C. Enrollee rights shall include:

1. The right to receive the information required pursuant to this Contract;
2. The right to be treated with respect and with due consideration of his or her dignity and privacy;
3. The right to receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition and ability to understand;

4. The right to participate in decisions regarding his or her health care, including the right to refuse treatment;
5. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation;
6. The right to request and receive a copy of his or her medical records, and request that they be amended or corrected, as specified in 45 CFR 164.524 and 164.526 (HIPAA);
7. The right to freely exercise his or her rights without adversely affecting the way the PCC treats the Enrollee; and
8. The right to choose his or her health professional to the extent possible and appropriate.

Section 3.7 Performance Improvement Management Services (PIMS)

The PCC shall participate in PIMS and other quality improvement activities specified by EOHHS. Participation by PCCs for whom a PCC Profile Report is produced shall include, without limitation:

A. Site visits by a Regional Network Manager with a PCC clinician, or a PCC clinician and an administrative staff member to review PCC Profile Report and any other reports and materials; and

B. The development and implementation of written action plans around specific quality improvement activities.

SECTION 4. EOHHS RESPONSIBILITIES

Section 4.1 Provider Application

EOHHS will act upon each received PCC Plan Provider Application, and either approve the application, withhold a decision pending the receipt of additional information, or deny the application and provide the reason or reasons for the denial within 30 days of the receipt of the application.

Section 4.2 Administration and Contract Management

EOHHS shall:

A. Provide the PCC with information on how to contact relevant EOHHS units and vendors for assistance with issues such as billing, prior authorization, covered services and other PCC responsibilities;

B. Conduct ongoing data and record reviews to help ensure the delivery of services in the most appropriate setting in accordance with medical standards and protocols;

C. Conduct quality management activities such as HEDIS measurement and Member satisfaction surveys to assess the effectiveness of the PCC Plan performance and make the results available to PCCs;

D. Pay the PCC an enhanced rate for certain Primary Care services provided to the PCC's Enrollees (see **Sections 5.1 and 5.2**);

E. Notify the PCC of all programmatic and policy changes that may affect the PCC's participation in MassHealth; and

F. Reserve the right to change the current MassHealth program, including but not limited to covered services, Member eligibility, cost-sharing, or PCC Plan programmatic features upon written notice to the PCC of any such changes.

Section 4.3 Member Enrollment and Disenrollment Activities

EOHHS shall:

A. Ensure an equitable Member enrollment process, which considers PCC Panel size and restrictions and existing Member and Provider relationships as guidelines;

B. Provide the PCC with a monthly report of Member enrollment;

C. Include on the Recipient Eligibility Verification System (REVS) the name and telephone number of the PCC with whom the Member is enrolled;

D. Provide Members with enrollment materials that describe the PCC Plan;

E. Transfer Members, through the MassHealth Customer Service Center, when a PCC leaves the PCC Plan;

F. Respond within three business days of receipt to a written non-urgent request made by a PCC to disenroll an Enrollee from the PCC's Panel, and within one business day of receipt to a written, urgent request made by a PCC to disenroll an Enrollee from the PCC's Panel;

G. Assist in the outreach to PCC Enrollees that the PCC is unable to locate; and

H. Inform the PCC of any new EOHHS-sponsored contract that affects PCC Plan Enrollees.

SECTION 5. PAYMENT

Section 5.1 PCC Enhanced Rate

A. EOHHS shall pay the PCC for services delivered to PCC Plan Enrollees in accordance with the terms and conditions contained in the EOHHS regulations that govern the PCC's MassHealth provider type. (See 130 CMR 433.000 and 410.000.)

B. EOHHS shall pay the PCC an enhanced rate for providing certain Primary Care services designated by EOHHS to PCC Plan Enrollees. See **Attachment A** for codes eligible for an enhanced rate.

C. EOHHS reserves the right to add or delete service codes to which such enhanced rate applies without a Contract amendment. EOHHS will provide PCCs with written advance notice of any changes to the codes to which the enhanced rate applies. EOHHS will provide such notice through written notification to PCCs.

D. The enhanced rate will only be paid for services provided by the PCC to Enrollees enrolled in the PCC's Panel on the date that the service was delivered.

E. EOHHS shall not pay PCCs for any claims submitted for an appointment missed by an Enrollee. PCCs are prohibited from charging EOHHS or Enrollees for a missed appointment.

Section 5.2 EPSDT Enhanced Rate

A. PCCs will receive an EPSDT enhanced rate for providing well-child care screens to Enrollees under age 21, when delivered in accordance with the EPSDT Periodicity Schedule and 130 CMR 450.140 through 150, and billed in accordance with all applicable billing instructions.

B. PCCs will receive a separate rate for providing the following services when delivered in accordance with the EPSDT Periodicity Schedule and

130 CMR 450.140 through 150, and billed in accordance with all applicable billing instructions:

1. The laboratory services that are listed in **Appendix Z** of all MassHealth provider manuals and included in the EPSDT Periodicity Schedule are payable (see 130 CMR 450.146(A));
2. The audiometric hearing test and the bilateral quantitative screening of visual acuity that are listed in **Appendix Z** of all MassHealth provider manuals and included in the EPSDT Periodicity Schedule (see 130 CMR 450.146(B)); and
3. The standardized behavioral health screening tools that is listed in **Appendix Z** of all MassHealth provider manuals and set forth in the EPSDT Periodicity Schedule (see 130 CMR 450.146(C)).

Section 5.3 Prospective Interim Payment (PIP)

A. Upon written request to EOHHS, EOHHS will make a monthly advance in the form of a prospective interim payment (PIP) to physician, independent nurse practitioner, group practice, and community health center PCCs. Outpatient department (OPD) and hospital-licensed health center (HLHC) PCCs are not eligible for a PIP.

B. The PIP is a monthly amount equal to 25% of the average monthly payments, including enhancements, made the previous quarter for all services provided to Enrollees.

C. EOHHS will conduct an ongoing reconciliation between the PIP and actual paid claims, and will adjust the PIP accordingly.

D. Upon notice of termination or planned termination of this Contract by either party, EOHHS will, at its discretion, close the PIP account.

Section 5.4 Claims Submission

A. PCC Claims

All statutes, regulations, rules, billing instructions, bulletins, and other written policy statements governing claims submissions for physicians, independent nurse practitioners, group practices, community health centers, and outpatient departments apply to the PCC Plan.

B. Other Provider Claims

The PCC shall provide the PCC referral number to all referred Providers. If a Provider submits a claim for a service that requires a referral and the PCC's referral number is not on the claim, the claim will be denied.

SECTION 6. ADDITIONAL TERMS AND CONDITIONS

Section 6.1 Compliance with Law

The PCC shall comply with all state and federal statutes, rules, regulations, billing instructions, provider bulletins, and other written policy guidance applicable to the PCC Plan. All statutory and regulatory citations contained in this Contract refer to those statutes and regulations, as they may be amended. Without limiting the generality of the foregoing, the PCC shall comply with Title VI of the Civil Rights Act of 1964, as implemented by regulations at 45 CFR Part 80; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as implemented by regulations at 45 CFR Part 91; the Rehabilitation Act of 1973; the Americans with Disabilities Act; Titles XIX and XXI of the Social Security Act and waivers thereof; and 42 CFR Part 438, to the extent such provisions apply.

Section 6.2 Subcontracts

The PCC shall:

A. Maintain all subcontracts relating to this Contract in writing. All such subcontracts shall fulfill all applicable requirements of 42 CFR Part 438, and shall contain all relevant provisions of this Contract appropriate to the subcontracted service or activity.

B. Remain fully responsible for meeting all of the terms and requirements of this Contract regardless of whether the PCC subcontracts for performance of any Contract responsibility. No subcontract will operate to relieve the PCC of its legal responsibilities under this Contract.

C. Prior to any delegation, evaluate the prospective subcontractor's ability to perform the activities to be delegated.

D. Monitor the subcontractor's performance on an ongoing basis.

Section 6.3 Prohibited Affiliations

In accordance with 42 U.S.C. § 1936u-2(d)(1) and 42 CFR 438.610, the PCC shall not knowingly have an employment, consulting, or other agreement for the provision of items and services that are significant and material to the PCC's obligations under this Contract with any person, or affiliate of such person who is debarred, suspended, or otherwise excluded, under federal law, regulation, executive order, or guidelines, from certain procurement and non-procurement activities. Further, no such person may have beneficial ownership of more than five percent of the PCC's equity nor be permitted to serve as a director, officer, or partner of the PCC.

Section 6.4 Intermediate Sanctions

A. EOHHS shall provide the PCC with timely written notice prior to imposing any intermediate sanctions, which explain the basis and nature of the sanction, including any other due process protections that EOHHS elects to provide.

B. At any point during the Contract term, if EOHHS identifies any deficiency in the PCC's performance of this Contract, EOHHS may impose sanctions that it deems necessary, including termination in accordance with **Section 6.5**, notifying Enrollees of the violation, intermediate sanction, and their right to disenroll, restricting Member enrollment, reassigning Enrollees within the PCC's Panel, and disenrolling Enrollees from the PCC's Panel and such other measures as EOHHS determines appropriate to address the deficiency.

C. The intermediate sanction provisions in this Contract are pursuant to state authority.

Section 6.5 Contract Termination

A. Either party may terminate this Contract without cause by giving written notice to the other at least 30 calendar days prior to the effective date of termination as stated in the notice, or such other period as is mutually agreed upon by the parties.

B. Either party may terminate this Contract if the other party fails to fulfill the obligations of this Contract or laws governing this Contract by giving written notice to the other at least 14 days before the effective date of

termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a reasonable period, not less than seven calendar days, during which the alleged breach may be cured. EOHHS may terminate this Contract immediately and without prior notice in the event of fraud or program abuse or if the health or safety of Enrollees is in jeopardy.

C. EOHHS will provide the PCC with a hearing before termination when required by law. Any such hearing will be held in substantial conformity with the procedures set forth in EOHHS' Provider sanction regulations

D. The termination provisions in this Contract are pursuant to state authority.

Section 6.6 Amendment

A. By mutual agreement, the parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory, or waiver provisions, provided that such amendment is in writing. Further, the PCC agrees to take such actions as is necessary to amend this Contract in order for EOHHS to comply with all applicable state and federal laws and waivers, including, but not limited to HIPAA and the Balanced Budget Amendments of 1997 (BBA) and any regulations promulgated thereunder.

B. The PCC shall submit to EOHHS an executed original of any amendment to this Contract within 60 days of receipt. If the PCC does not execute the amendment, the PCC's participation in the PCC Plan shall continue under the terms and conditions of this Contract as amended by EOHHS, unless EOHHS opts to terminate this Contract in accordance with **Section 6.5** above.