FOURTH AMENDED AND RESTATED

PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT

FOR THE

MASSHEALTH ACCOUNTABLE CARE ORGANIZATION PROGRAM

This Fourth Amended and Restated Contract is by and between the Massachusetts Executive Office of Health and Human Services ("EOHHS") and the Contractor identified in **Appendix L** ("Contractor").

WHEREAS, EOHHS oversees 16 state agencies and is the single state agency responsible for the administration of the Medicaid program and the State Children's Health Insurance Program within Massachusetts (collectively, MassHealth) and other health and human services programs designed to pay for medical services for eligible individuals pursuant to M.G.L. c. 118E, Title XIX of the Social Security Act (42 U.S.C. sec. 1396 et seq.), Title XXI of the Social Security Act (42 U.S.C. sec. 1397aa et seq.), and other applicable laws and waivers; and

WHEREAS, EOHHS issued a Request for Responses (RFR) for Accountable Care Organizations on September 29, 2016, to solicit responses from Accountable Care Organizations (ACOs), to provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS has selected the Contractor, based on the Contractor's response to the RFR, submitted by the deadline for responses, to provide health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor entered into the Contract effective August 25, 2017, and with an Operational Start Date of March 1, 2018, to improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program by substantially shifting towards accountable and integrated models of care and to provide comprehensive health care coverage to MassHealth Members; and

WHEREAS, EOHHS and the Contractor amended and restated the Contract effective January 1, 2019, (First Amended and Restated) with various amendments thereafter;

WHEREAS, EOHHS and the Contractor amended and restated the Contract effective January 1, 2020, (Second Amended and Restated), with various amendments thereafter;

WHEREAS, EOHHS and the Contractor amended and restated the Contract effective January 1, 2021, (Third Amended and Restated), with various amendments thereafter;

WHEREAS, in accordance with **Section 6.13** of the Contract, EOHHS and the Contractor desire to amend and restate the Contract effective January 1, 2022; and

WHEREAS, EOHHS and the Contractor agree that the terms stated herein are subject to all required approvals of the federal Centers for Medicare and Medicaid Services (CMS);

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

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SECTION 1. DEFINITIONS

The following terms appearing capitalized throughout this Contract and its Appendices have the following meanings, unless the context clearly indicates otherwise.

Accountable Care Organizations (ACOs) - certain entities, contracted with EOHHS as accountable care organizations, that enter into population-based payment models with payers, wherein the entities are held financially accountable for the cost and quality of care for an attributed Member population. Entities that enter into Contracts with EOHHS pursuant to the RFR are ACOs.

ACO Certification – the ACO certification process developed by the Massachusetts Health Policy Commission (HPC) pursuant to Section 15 of Chapter 6D of the Massachusetts General Laws, which requires the HPC to establish a process for certain registered provider organizations to be certified as accountable care organizations.

ACO-CP Flexible Services Partnership Model – a model through which a CP participates in an ACO's Flexible Services program(s).

ACO-Eligible Member – a Member who is eligible to enroll in a MassHealth ACO.

ACO/MCO – CP Agreement – a written agreement between the Contractor and a Community Partner that delineates roles and responsibilities, as described in **Appendix G** and **Appendix H.**

Activities of Daily Living (ADLs) – certain basic tasks required for daily living, including the ability to bathe, dress/undress, eat, toilet, transfer in and out of bed or chair, get around inside the home, and manage incontinence.

Affiliated Hospital – a hospital that has an affiliation with the Contractor for the purposes of this Contract as described in **Section 2.2.C**.

Affiliated Providers – Providers that have affiliations with the Contractor for the purposes of this Contract, as described in **Section 2.2**.

Alternative Formats – provision of Enrollee information in a format that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. Examples of Alternative Formats shall include, but not be limited to, Braille, large font, audio tape, video tape, and Enrollee Information read aloud to an Enrollee by an Enrollee services representative.

Alternative Payment Methodologies (APMs) – as further specified by EOHHS, methods of payment, not based on traditional fee-for-service methodologies, that compensate providers for the provision of health care or support services and tie payments to providers to quality of care and outcomes. These include, but are not limited to, shared savings and shared risk arrangements, bundled payments for acute care episodes, bundled payments for chronic diseases, and global payments. Payments based on traditional fee-for-service methodologies shall not be considered Alternative Payment Methodologies.

Appeals – EOHHS processes for Members to request review of certain actions pursuant to 130 CMR 610.000.

Behavioral Health Director – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Behavioral Health Services (or BH Services) - mental health and substance use disorder services that are TCOC Included Services and are set forth in detail in **Appendix A.**

Behavioral Health Vendor -- the entity with which EOHHS contracts to administer EOHHS's Behavioral Health program for Members enrolled with the Contractor.

BH – Behavioral Health. See Behavioral Health Services.

BH CPs – Behavioral Health Community Partners.

Blue Cross Blue Shield's Alternative Quality Contract – Blue Cross Blue Shield of Massachusetts' global payment model.

Budgets and Budget Narratives – information provided by the Contractor about the Contractor's planned spending of DSRIP payments, as described in **Section 5.1.B**.

Business Associate – a person, organization or entity meeting the definition of a "business associate" for purposes of the Privacy and Security Rules (45 CFR §160.103).

Care Coordinator – a provider-based clinician or other trained individual who is employed or contracted by the Contractor or an Enrollee's PCP. The Care Coordinator is accountable for providing care coordination activities, which include ensuring appropriate referrals and timely two-way transmission of useful patient information; obtaining reliable and timely information about services other than those provided by the PCP; participating in the Enrollee's Comprehensive Assessment, if any; and supporting safe transitions in care for Enrollees moving between settings in accordance with the Contractor's Transitional Care Management program. The Care Coordinator may serve on one or more care teams, and coordinates and facilitates meetings and other activities of those care teams.

Care Management – the provision of person-centered, coordinated activities to support Enrollees' goals as described in **Section 2.3.E**.

Care Needs Screening – a screening to identify an Enrollee's care needs and other characteristics as described in **Section 2.3.B.**

Care Plan – the plan of care developed by the Enrollee and other individuals involved in the Enrollee's care or Care Management, as described in **Section 2.3.D.2**.

Care Team Point of Contact – A member of a BH CP-Engaged Enrollee's care team responsible for ongoing communication with the care team. The Care Team Point of Contact may be the Enrollee's PCP or PCP Designee, or the Contractor's staff member that has face-to-face contact with the PCP or the care team.

Chief Financial Officer – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Chief Medical Officer/Medical Director – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Child and Adolescent Needs and Strengths (CANS) Tool – a tool that provides a standardized way to organize information gathered during Behavioral Health Clinical Assessments and during the Discharge Planning process from Inpatient Mental Health Services and Community Based Acute Treatment Services as described in **Appendix A**. A Massachusetts version of the CANS Tool has been developed and is intended to be used as a treatment decision support tool for Behavioral Health Providers serving Enrollees under the age of 21.

Children's Behavioral Health Initiative (CBHI) -- an interagency undertaking by EOHHS and MassHealth whose mission is to strengthen, expand and integrate Behavioral Health Services for Members under the age of 21 into a comprehensive system of community-based, culturally competent care.

Children's Behavioral Health Initiative Services (CBHI Services) – any of the following services: Intensive Care Coordination (ICC), Family Support and Training, In-Home Behavioral Services (including Behavior Management Therapy and Behavior Management Monitoring) and Therapeutic Mentoring Services, In-Home Therapy Services (including Therapeutic Clinical Intervention and Ongoing Therapeutic Training and Support), and Mobile Crisis Intervention.

Clinical Advice and Support Line – a phone line that provides Enrollees with information to support access to and coordination of appropriate care, as described in **Section 2.3.C.3**.

Clinical Care Manager – a licensed Registered Nurse or other individual, employed by the Contractor or an Enrollee's PCP and licensed to provide clinical care management, including intensive monitoring, follow-up, and care coordination, and clinical management of high-risk Enrollees, as further specified by EOHHS.

Clinical Quality Measures – clinical information from Enrollees' medical records used to determine the overall quality of care received by Enrollees or Members. Clinical Quality Measures are a subset of Quality Measures and are set forth in **Appendix B**.

Cold-call Marketing – any unsolicited personal contact by the Contractor, its employees, Providers, agents or Material Subcontractors with a Member who is not enrolled in the Contractor's plan that EOHHS can reasonably interpret as influencing the Member to enroll in the Contractor's plan or either not to enroll in, or to disenroll from, another MassHealth-contracted Accountable Care Organization, MassHealth-contracted MCO, or the PCC Plan. Cold-call Marketing shall not include any personal 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.

Community Partner Assigned Enrollee – an Enrollee who is assigned to a BH or LTSS CP (BH CP-Assigned Enrollee and LTSS CP-Assigned Enrollee, respectively).

Community Partner Documented Processes - written documents approved by all parties to the ACO/MCO-CP Agreement that outline the steps necessary to complete a task or function, as described in **Appendices G** and **H**.

Community Partner Engaged Enrollee –

- **BH CP-Engaged Enrollee** – A BH CP-Assigned Enrollee for whom the BH CP has completed a Comprehensive Assessment and person-centered treatment plan, and the person-centered treatment plan has been signed or otherwise approved by the BH CP-Assigned Enrollee (or legal authorized representative, as appropriate) and approved and signed by the BH CP-Assigned Enrollee's PCP or PCP Designee.

- **LTSS CP-Engaged Enrollee** – an LTSS CP-Assigned Enrollee for whom the LTSS CP has completed the LTSS component of the LTSS CP-Assigned Enrollee's Care Plan, and the LTSS component of the LTSS CP-Assigned Enrollee's Care Plan has been signed or otherwise approved by the LTSS-CP Assigned Enrollee (or legal authorized representative, as appropriate) and approved and signed by the LTSS CP-Assigned Enrollee's PCP or PCP Designee.

Community Partner Identified Enrollee – an Enrollee who is identified by EOHHS for assignment to a BH or LTSS CP (BH CP-Identified Enrollee and LTSS CP-Identified Enrollee, respectively).

Community Partner Referred Enrollee – an Enrollee who is recommended for BH or LTSS CP supports by the Enrollee, a PCP, a provider, or others as further specified by EOHHS (BH CP-Referred Enrollee and LTSS CP-Referred Enrollee, respectively).

Community Partners (CPs) – entities certified by EOHHS to work with ACOs and MCOs to ensure integration of care, as further specified by EOHHS. Includes BH CPs and LTSS CPs.

Community Partners Operational Start Date – the date on which CPs start to provide CP supports as determined by EOHHS. The Community Partners Operational Start Date is July 1, 2019.

Community Partners Program Portal (CP Portal) – EOHHS's enrollment platform which serves as an entry point for all CP enrollment and disenrollment requests.

Community Service Agency (CSA) – a community-based Behavioral Health provider organization whose function is to facilitate access to the continuum of Behavioral Health services by providing an organized pathway to care for children and families where the child is referred for Intensive Care Coordination. A primary mechanism through which CSAs serve this function is as the provider of Intensive Care Coordination and Family Support and Training Services, which are defined as a BH Service.

Comprehensive Assessment – a person-centered assessment of an Enrollee's care needs, functional needs, accessibility needs, goals, and other characteristics, as described in **Section 2.3.D.1.l.**

Contract – this agreement executed between EOHHS and the Contractor pursuant to the RFR and any amendments thereto. The Contract incorporates by reference all attachments and appendices thereto, including the Contractor's response to the RFR.

Contract Effective Date - the date on which the Contract is effective, which shall be the date this Contract is fully executed by both parties.

Contract Year (CY) – for Contract Year 1, a ten-month period commencing March 1, 2018 and ending December 31, 2018, unless otherwise specified by EOHHS. For other Contract Years, a twelve-month period commencing January 1 and ending December 31, unless otherwise specified by EOHHS.

Contractor (or "Primary Care Accountable Care Organization," or "Primary Care ACO") – any entity that enters into an agreement with EOHHS for the provision of services described in the Contract.

Covered Entity – shall have the meaning given to this term in the Privacy and Security Rules

Cultural and Linguistic Competence – competence, understanding, and awareness with respect to Culturally and Linguistically Appropriate Services.

Culturally and Linguistically Appropriate Services – health care services that are respectful of and responsive to cultural and linguistic needs, and that are characterized by cultural and linguistic competence, as described in the Culturally and Linguistically Appropriate Services (CLAS) standards set forth by the Office of Minority Health of the U.S. Department of Health and Human Services. More detail on CLAS standards may be found here: http://minorityhealth.hhs.gov/assets/pdf/checked/finalreport.pdf

Customer Service Center (CST) Enrollment Vendor – EOHHS's enrollment broker that provides Members with a single point of access to a wide range of customer services, including enrolling Members into MCOs and the PCC Plan, authorizing non-emergency transportation services, and providing Members with information about non-ACO covered services.

Delivery System Reform Incentive Payment (DSRIP) – a funding program under MassHealth's 1115 Demonstration Waiver through which EOHHS is providing payments to ACOs and other entities to support EOHHS' delivery system reform goals.

Delivery System Transformation Initiatives (DSTI) – Massachusetts initiative that provides incentive payments to eligible hospitals for delivery system transformation activities as approved under MassHealth's section 1115 Demonstration waiver.

Disability Coordinator – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Discharge Planning – the evaluation of an Enrollee's medical and Behavioral Health care needs and coordination of any other support services in order to arrange for safe and appropriate care and living situation after discharge from one care setting (e.g., acute hospital, inpatient behavioral health facility) to another care setting (e.g., rehabilitation hospital, group home), including referral to and coordination of appropriate services.

Disease Management – the Contractor's ongoing services and assistance for specific disease and/or conditions. Services include specific interventions, education and outreach targeted to Enrollees with, or at risk for, these diseases or conditions.

DSRIP Accountability Score – a composite score calculated by EOHHS to evaluate the Contractor's performance under this Contract and determine DSRIP payment amounts, as described in **Appendix B.**

DSRIP Participation Plan – information provided by the Contractor related to the Contractor's DSRIP investments and activities under the Contract, as described in **Section 5.1.A.**

DSRIP Performance Year ("Performance Year") –an administrative period related to DSRIP and related purposes. For Performance Year 0, the period commencing on the Contract Effective Date and ending December 31, 2017, unless otherwise specified by EOHHS. For other Performance Years, a twelve-month period commencing January 1 and ending December 31, unless otherwise specified by EOHHS.

DSRIP Program's State Accountability Protocols – the terms of financial accountability under Massachusetts' DSRIP agreement with the federal government, determining the percent of Massachusetts' DSRIP spending authority that is at risk based on state performance.

DSTI Glide Path Payments – DSRIP payments made to the Contractor, as appropriate, to support the transition of Participating Safety Net Hospitals.

Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) – the delivery of health care services to MassHealth Standard and CommonHealth Members under the age of 21, pursuant to 42 USC 1396d(a)(4), 42 CFR Part 441, Subpart B, 130 CMR 450.140-149 and § 1115 Medicaid Research and Demonstration Waiver.

Effective Date of Disenrollment - up to 11:59 p.m. on the last day, as determined by EOHHS, on which the Contractor is responsible for providing the activities described in this Contract to an Enrollee, as further defined by EOHHS.

Effective Date of Enrollment – as of 12:01 a.m. on the first day on which the Contractor is responsible for providing the activities described in this Contract to an Enrollee, as further defined by EOHHS.

Emergency Services Programs (ESPs) – Medically necessary services provided through designated, contracted providers, and which are available seven (7) days per week, twenty-four (24) hours per day to provide treatment of any individual who is experiencing a mental health or substance use disorder crisis, or both. An ESP encounter includes, at a minimum, crisis assessment, intervention and stabilization. In addition to contracted ESPs, ESP Encounter services (not Youth Mobile Crisis Intervention services) may also be provided by outpatient hospital emergency departments as further directed by EOHHS.

Enrollee – a Member enrolled with the Contractor, either by choice, or by assignment by EOHHS. A Member shall be considered an Enrollee beginning on the Effective Date of Enrollment, including retroactive enrollment periods. A Member shall cease to be considered an Enrollee following the Effective Date of Disenrollment, including retroactive disenrollment periods.

Enrollee Incentive – any compensation in cash or cash equivalent, or in-kind gifts, granted to an Enrollee as a result of engagement, or lack of engagement, in a targeted behavior, such as guideline-recommended clinical screenings, Primary Care Provider (PCP) visits, or Wellness Initiatives.

Enrollee Information – information about a Primary Care ACO for Enrollees that includes, but is not limited to, a Provider directory that meets the requirements of **Section 2.5.D**. and an Enrollee handbook that contains all of the information in **Section 2.5.C.**

Enrollees with Special Health Care Needs – Enrollees who meet the following characteristics:

A. Have complex or chronic medical needs requiring specialized health care services, including persons with multiple chronic conditions, co-morbidities, and/or co-existing functional impairments, and including persons with physical, mental/substance use, and/or developmental disabilities, such as persons with cognitive, intellectual, mobility, psychiatric, and/or sensory disabilities described below:

    1. Cognitive Disability – a condition that leads to disturbances in brain functions, such as memory, orientation, aware ness, perception, reasoning, and judgment. Many conditions can cause cognitive disabilities, including but not limited to Alzheimer's disease, bipolar disorder, Parkinson disease, traumatic injury, stroke, depression, alcoholism, and chronic fatigue syndrome.

    2. Intellectual Disability – is a disability characterized by significant limitations both in intellectual functioning and in adaptive behavior that affect many everyday social and practical skills.

    3. Mobility Disability - an impairment or condition that limits or makes difficult the major life activity of moving a person's body or a portion of his or her body. "Mobility disability" includes, but is not limited to, orthopedic and neuro-motor disabilities and any other impairment or condition that limits an individual's ability to walk, maneuver around objects, ascend or descend steps or slopes, and/or operate controls. An individual with a mobility disability may use a wheelchair or other assistive device for mobility or may be semi-ambulatory.

    4. Psychiatric Disability – a mental disorder that is a health condition characterized by alterations in thinking, mood, or behavior (or some combination thereof) associated with distress and/or impaired functioning. Examples include, but are not limited to, depression, bipolar disorder, anxiety disorder, schizophrenia, and addiction.

    5. Sensory Disability - any condition that substantially affects hearing, speech, or vision.

B. Are children/adolescents who have, or are at increased risk for, chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type and amount beyond that required by children generally;

C. Are at high risk for admission/readmission to a 24-hour level of care within the next six months;

D. Are at high risk of institutionalization;

E. Have been diagnosed with a Serious Emotional Disturbance, a Severe and Persistent Mental Illness, or a substance use disorder, or otherwise have significant BH needs;

F. Are chronically homeless;

G. Are at high risk of inpatient admission or Emergency Department visits, including certain Enrollees transitioning care across acute hospital, chronic disease and rehabilitation hospital or nursing facility setting; or

H. Receive care from other state agency programs, including but not limited to programs through Department of Mental Health (DMH), Department of Developmental Services (DDS), Department of Children and Families (DCF), and Department of Youth Services (DYS).

Event Notification Service (ENS) – a Mass HIway-sponsored service that provides real-time alerts about certain patient medical service encounters, for example, at the time of hospitalization, to a permitted recipient with an existing treatment relationship to the patient, such as a primary care provider.

Executive Office of Health and Human Services (EOHHS) – the single state agency responsible for the administration of the MassHealth program, pursuant to M.G.L. c. 118E and Titles XIX and XXI of the Social Security Act, the Section 1115 Medicaid Research and Demonstration Waiver, and other applicable laws and waivers.

External Quality Review Activities (EQR Activities) – activities performed by an entity with which EOHHS contracts in accordance with 42 CFR 438.358.

External Quality Review Organization (EQRO) – the entity with which EOHHS contracts to perform External Quality Review Activities (EQR Activities), in accordance with 42 CFR 438.358.

Flexible Services – certain services to address health-related social needs, as described in **Section 5.2.C and Appendix M**.

Flexible Services DSRIP Allotment – an amount of DSRIP funding available to the Contractor for payment for Flexible Services, as described in **Section 5.2.C**.**Governing Board –** a board or other legal entity with sole and exclusive authority to execute the functions in this Contract, make final decisions on behalf of Contractor, and the members of which have a fiduciary duty to Contractor.

Grievance – any expression of dissatisfaction by an Enrollee or an Enrollee's representative about any action or inaction by the Contractor. Possible subjects for Grievances include, but are not limited to, quality of care or services provided, aspects of interpersonal relationships such as rudeness of a Provider or employee of the Contractor, or failure to respect the Enrollee's rights.

Health Information Technology (HIT) – the application of information processing involving both computer hardware and software related to the storage, retrieval, sharing, and use of health care information, data, and knowledge for communication and decision-making.

Hepatitis C Virus Drugs (HCV Drugs) – direct acting-antiviral (DAA) single and combination drugs, as further specified by EOHHS.

Historic TCOC – an amount calculated by EOHHS based on the Contractor's historic baseline for TCOC as described in **Section 4.3.D.2.**

Indian Enrollee – An individual who is an Indian (as defined in section 4(c) of the Indian Health Care Improvement Act of 1976 (25 U.S.C. 1603(c)).

Indian Health Care Provider – an Indian Health Care Provider or an Urban Indian Organization as defined in the American Recovery and Reinvestment Act of 2009.

Instrumental Activities of Daily Living (IADLs) – certain basic environmental tasks required for daily living, including the ability to prepare meals, do housework, laundry, and shopping, get around outside, use transportation, manage money, perform care and maintenance of wheelchairs and adaptive devices, and use the telephone.

Key Contact – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Key Personnel – a defined subset of the Contractor's staff roles as described in **Section 2.4.A**.

Long-Term Services and Supports (LTSS) – a wide variety of services and supports that help certain members meet their daily needs for assistance and improve the quality of their lives. Examples include assistance with bathing, dressing and other basic activities of daily life and self-care, as well as support for everyday tasks such as laundry, shopping, and transportation. LTSS are provided over an extended period, predominantly in homes and communities, but also in facility-based settings such as nursing facilities.

Losses – the amount by which the Contractor's TCOC Performance exceeds the Contractor's TCOC Benchmark as described in **Section 4.3.A**.

LTSS – Long-Term Services and Supports.

LTSS CPs – Long-Term Services and Supports Community Partners.

Market-Rate TCOC – an amount calculated by EOHHS based on the Contractor's anticipated TCOC based on the total eligible population as described in **Section 4.3.D.2.**

Marketing – any communication from the Contractor, its employees, Providers, agents or Material Subcontractors to a Member who is not enrolled with the Contractor that EOHHS can reasonably interpret as influencing the Member to enroll with the Contractor or either not to enroll in, or to disenroll from, another MassHealth-contracted ACO, MCO, or the PCC Plan. Marketing shall not include any personal 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.

Marketing Materials – materials that are produced in any medium, by or on behalf of the Contractor and that EOHHS can reasonably interpret as Marketing to Members. This includes the production and dissemination by or on behalf of the Contractor 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, online, Yellow Pages, and advertisements that explicitly or implicitly refer to MassHealth Managed Care or Title XIX and Title XXI of the Social Security Act, and are targeted in any way toward Members.

Massachusetts Health Information Highway (Mass HIway) — Massachusetts' statewide electronic health information exchange.

MassHealth – the medical assistance or benefit programs administered by EOHHS.

MassHealth ACO Program – collectively, MassHealth's Accountable Care Partnership Plans, MassHealth's Primary Care ACOs, and MassHealth's MCO-Administered ACOs.

MassHealth Executive Director – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

MassHealth MCOs – any entity that provides, or arranges for the provision of, covered services under a capitated payment arrangement, that is licensed and accredited by the Massachusetts Division of Insurance as a Health Maintenance Organization (HMO), and is organized primarily for the purpose of providing health care services, that (a) meets advance directives requirements of 42 CFR Part 489, subpart I; (b) makes the services it provides to its enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Members within the area served by the entity; (c) meets the EOHHS's solvency standards; (d) assures that its enrollees will not be liable for the MCO's debts if the MCO becomes insolvent; (e) is located in the United States; (f) is independent from EOHHS' enrollment broker, as identified by EOHHS; and (g) is not an excluded entity described in 42 CFR 438.808(b).

Material Subcontractor – any entity from which the Contractor procures, re-procures, or proposes to subcontract with, for the provision of all, or part, of its responsibilities under this Contract for Care Delivery, Care Coordination and Care Management, data analysis, enrollee services and/or risk stratification, and any other Contract responsibilities as specified by EOHHS.

Medicaid – see MassHealth.

Medically Necessary – in accordance with 130 CMR 450.204, Medically Necessary services are those services (1) which are reasonably calculated to prevent, diagnose, prevent the worsening of, alleviate, correct, or cure conditions in the Enrollee that endanger life, cause suffering or pain, cause physical deformity or malfunction, threaten to cause or to aggravate a disability, or result in illness or infirmity; and (2) for which there is no other medical service or site of service, comparable in effect, available, and suitable for the Enrollee requesting the service, that is more conservative or less costly. Medically Necessary services must be of a quality that meets professionally recognized standards of health care, and must be substantiated by records including evidence of such medical necessity and quality.

Medicare ACO – accountable care contracts administered by the Medicare program, including the Medicare Shared Savings Program, the Pioneer ACO program, and the CMS Next Generation ACO program.

Medication for Addiction Treatment (MAT) Services – The use of FDA approved medications for the treatment of substance use disorders.

Member – a person determined by EOHHS to be eligible for MassHealth.

Mobile Crisis Intervention (MCI) (also referred to as Youth Mobile Crisis Intervention) – Youth Mobile Crisis Intervention services include a short-term mobile, on-site, and face-to-face therapeutic service provided for youth experiencing a behavioral health crisis and for the purpose of identifying, assessing, treating, and stabilizing the situation and reducing the immediate risk of danger to the youth or others consistent with the youth's risk management/safety plan, if any. Mobile Crisis Intervention utilizes a multidisciplinary model, with both professional and paraprofessional staff. Services are available 24 hours a day, 7 days a week.

New Enrollee – any Enrollee enrolled by EOHHS pursuant to **Section 2.5** who has not been previously enrolled in the Contractor within the preceding 12 months, or within another timeframe as determined by EOHHS.

Non-HCV High Cost Drugs – Unless otherwise specified by EOHHS, Non-HCV High Cost Drugs are drugs that have a typical treatment cost greater than $200,000 per patient per year, an FDA orphan designation, and treat an applicable condition that affects fewer than 20,000 individuals nationwide.

Non-Medical Programs and Services – an item or service, including an Enrollee Incentive, the Contractor decides to make available to its Enrollees, which is not a TCOC Included Service or any other MassHealth covered service. The Contractor must use its own funds to provide such Non-Medical Programs and Services and may not include the costs of such Non-Medical Programs and Services as medical service costs or administrative costs for purposes of any MassHealth rate or benchmark development, as further specified by EOHHS.

Ombudsman – a neutral entity that has been contracted by MassHealth to assist Enrollees (including their families, caregivers, representatives and/or advocates) with information, issues, or concerns.

Operational Start Date – the date on which the Contractor starts to provide the activities described in this Contract to Enrollees, March 1, 2018.

Organized Health Care Arrangement – shall have the meaning given to this term in the Privacy and Security Rules.

Participating PCP – a PCP that contracts with the Contractor for the purposes of this Contract as described in **Section 2.2.A**.

Participating Safety Net Hospital – a Safety Net Hospital that affiliates with the Contractor for the purposes of this Contract as described in **Section 2.2.D**.

Patient and Family Advisory Committee – a committee that gathers the perspectives of patients and families on the Contractor's operations and regularly informs the Contractor's Governing Board.

Patient Experience Survey – a survey of Enrollees' experiences of care, performed to evaluate the Contractor's performance, as described in **Appendix B**.

PCP Designee – a licensed clinician appointed by an Enrollee's PCP to participate in the Enrollee's care planning process and who has contact with the Enrollee's PCP. The PCP Designee must be a Registered Nurse (RN) or another licensed medical professional such as a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Nurse Practitioner (NP), or Physician's Assistant (PA). If

requested by the Enrollee and agreed to by the Enrollee's PCP, the PCP Designee may also be a specialist, such as an Enrollee's cardiologist or neurologist, who meets the requirements of a PCP Designee. If agreed to by the Enrollee and by the Enrollee's PCP, the PCP Designee may also be an ACO clinical staff person who meets the requirements of a PCP Designee.

Peer Supports – activities to support recovery and rehabilitation provided by other consumers of behavioral health services.

Prevalent Languages – those languages spoken by a significant percentage of Enrollees. EOHHS has determined the current Prevalent Languages spoken by MassHealth Enrollees are Spanish and English. EOHHS may identify additional or different languages as Prevalent Languages at any time during the term of the Contract.

Primary Care – the provision of coordinated, comprehensive medical services, on both a first contact and a continuous basis, to an Enrollee. The provision of Primary Care incorporates an initial medical history intake, medical diagnosis and treatment, communication of information about illness prevention, health maintenance, and referral services.

Primary Care Clinician (PCC) Plan – a managed care option administered by EOHHS through which enrolled MassHealth Members receive Primary Care and certain other medical services. See 130 CMR 450.118.

Primary Care Provider (PCP) – an EOHHS-contracted primary care practitioner participating in the managed care program pursuant to 130 CMR 450.119. PCPs provide comprehensive Primary Care and certain other medical services to Primary Care ACO Enrollees and function as the referral source for most other MassHealth services.

Privacy and Security Rules - the privacy, security and related regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) (found at 45 CFR Parts 160 and 164).

Progress Reports – information provided by the Contractor on the Contractor's activities under this Contract, as described in **Section 5.1.C**.

Protected Information (PI) – shall mean any Protected Health Information, any "personal data" as defined in M.G.L. c. 66A, any "patient identifying information" as used in 42 CFR Part 2, any "personally identifiable information" as used in 45 CFR §155.260, "personal information" as defined in M.GL. c. 93H, and any other individually identifiable information that is treated as confidential under Applicable Law or agreement (including, for example, any state and federal tax return information) that the Contractor uses, maintains, discloses, receives, creates, transmits or otherwise obtains from EOHHS. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

Providers – an individual, group, facility, agency, institution, organization, or business that furnishes or has furnished medical services to Members.

Quality Committee – a committee reporting directly to the Contractor's Governing Board, which regularly reviews and sets goals to improve the Contractor's performance on clinical quality or health outcomes, Enrollee experience measures, other Quality Measures, and disparities.

Quality Measures – Measures used to evaluate the quality of the Contractor's Enrollee care as described in **Appendix B**.

Quality Sample – a subset of Enrollees defined by EOHHS used for measurement of Clinical Quality Measures as set forth in **Appendix B**.

Quality Score – a score calculated by EOHHS based on the Contractor's performance on Quality Measures, as described in **Appendix B**.

Rating Category (RC) – An identifier used by EOHHS to identify a specific grouping of Enrollees for which a discrete TCOC applies pursuant to the Contract. Rating Categories include RC I Adult, RC I Child, RC II Adult, RC II Child, RC IX, and RC X. RC II Adult, as used in **Section 4**, includes Enrollees who are disabled, age 21 to 64, and in MassHealth Standard or CommonHealth as described in 130 CMR 505.

Referral Circle – a subset of Affiliated Providers for whom Participating PCP referral requirements are modified as set forth in 130 CMR 450.119 and as described in **Section 3.2**.

Region – A geographic area used for the purpose of the development of TCOC. See **Section 4**.

Repayment Mechanism – a funding mechanism approved by EOHHS, such as a performance bond, available for EOHHS to draw upon to satisfy any Shared Losses obligations of the Contractor, as described in **Section 2.1.D**.

Risk Track – one of the financial accountability arrangements described in **Section 4.3.B**.

Safety Net Hospitals – Boston Medical Center; Cambridge Health Alliance; Holyoke Medical Center; Lawrence General Hospital; Mercy Medical Center; Signature Healthcare Brockton Hospital; and Steward Carney Hospital.

Savings – the amount by which the Contractor's TCOC Benchmark exceeds the Contractor's TCOC Performance as described in **Section 4.3.A**.

Screening, Brief Intervention, and Referral to Treatment (SBIRT) – an evidence-based approach to addressing substance use in health care settings.

Serious Emotional Disturbance (SED) – a Behavioral Health condition that meets the definition set forth in the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1401(3)(A)(i) and its implementing regulations or the definition set forth in regulations governing the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services, 58 Fed. Reg. 29422-02 (May 10, 1993), as currently drafted and subsequently amended.

Severe and Persistent Mental Illness (SPMI) – a mental illness that includes a substantial disorder of thought, mood, perception, which grossly impairs judgment, behavior, capacity to recognize reality or the ability to meet the ordinary demands of life; and is the primary cause of functional impairment that substantially interferes with or limits the performance of one or more major life activities, and is expected to do so in the succeeding year; and meets diagnostic criteria specified with the *Diagnostic and Statistical Manual of Mental Disorders* (4th ed., text revision) American Psychiatric Association, Washington, DC (2000), which indicates that the individual has a serious, long term mental illness that is not based on symptoms primarily caused by: (a) developmental disorders usually first diagnosed in infancy, childhood or adolescence, such as mental retardation or pervasive developmental disorders; or (b) cognitive disorders, including delirium, dementia or amnesia; or (c) mental disorders due to general medical condition not elsewhere classified; or (d) substance-related disorders.

Shared Losses – the amount to be paid by the Contractor to EOHHS under the Contractor's Risk Track, in the event the Contractor has Losses, as described in **Section 4.3**.

Shared Savings – the amount to be paid by EOHHS to the Contractor under the Contractor's Risk Track, in the event the Contractor has Savings, as described in **Section 4.3**.

Significant BH Needs – substance use disorder, SED, SPMI and other BH conditions as specified by EOHHS.

Startup and Ongoing Support Payments – DSRIP payments that support the Contractor's development, infrastructure, and investments in new care delivery models, as described in **Section 5.2.A**.

State Agency Liaison – one of the Contractor's Key Personnel roles, as described in **Section 2.4.A**.

Taxpayer Identification Number –as defined by the Internal Revenue Service (IRS), an identification number issued by the IRS or by the Social Security Administration (SSA). A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

Total Cost of Care (TCOC) – a measure of the costs of care for a population of Members during a defined period, as described in **Section 4.3.D.1**.

TCOC Benchmark – a target measure of the Contractor's TCOC for the Contract Year, as described in **Section 4.3.D.2**.

TCOC Included Services – the services that are included in calculating the Contractor's TCOC, as set forth in **Appendix A**.

TCOC Performance – a measure of the Contractor's performance on TCOC during the Contract Year, as described in **Section 4.3.D.3**.

Transitional Care Management – the evaluation of an Enrollee's medical care needs and coordination of any other support services in order to arrange for safe and appropriate care after discharge from one level of care to another level of care, including referral to appropriate services, as described in **Section 2.3.C.2**.

Urgent Care – services that are not Emergency Services or routine services.

Wellness Initiatives – planned health education activities intended to promote healthy behaviors and lifestyle changes.

SECTION 2. CONTRACTOR RESPONSIBILITIES

Section 2.1 Contractor Qualifications

As further specified by EOHHS, the Contractor shall meet, and demonstrate to EOHHS that it meets, the following qualifications:

A. At all times during the Contract Term, the Contractor shall have a governance structure that includes:

1. A Governing Board. Such Governing Board shall:

a. Be seventy-five percent controlled by providers or their designated representatives; and

b. Include at least one consumer or consumer advocate as a voting member. Such consumer or consumer advocate shall not be included in either the numerator or the denominator in calculating the seventy-five percent control threshold requirement of **Section 2.1.A.1.a**;

2. Representation from a variety of provider types, including, at a minimum, representation from primary care, mental health, and substance use disorder treatment providers;

3. A Patient and Family Advisory Committee; and

4. A Quality Committee.

B. The Contractor shall acquire and maintain Health Policy Commission (HPC) ACO certification as follows:

1. If EOHHS determines that the Contractor has participated in a Medicare ACO, the BCBS Alternative Quality Contract, or the MassHealth ACO Pilot program, the Contractor shall apply for and acquire non-provisional ACO certification from the HPC by January 1, 2018; or

2. If EOHHS determines that the Contractor has not participated in a Medicare ACO, the BCBS Alternative Quality Contract, or the MassHealth ACO Pilot program, the Contractor shall:

a. Apply for and acquire provisional ACO certification from the HPC by January 1, 2018; and

b. Apply for and acquire non-provisional ACO certification from the HPC within one year of the Operational Start Date; and

C. The Contractor shall remain fiscally sound as demonstrated by the following:

1. DOI Certification

   The Contractor shall obtain and, at all times after the Operational Start Date, maintain a Risk Certificate for Risk-Bearing Provider Organizations (RBPO) or a Risk Certificate Waiver for RBPO, as defined by the Massachusetts Division of Insurance (DOI), and as further directed by EOHHS.

2. Cash Flow

   The Contractor shall maintain sufficient cash flow and liquidity to meet obligations as they become due. The Contractor shall submit to EOHHS upon request a cash flow statement to demonstrate compliance with this requirement and a statement of its projected cash flow for a period specified by EOHHS.

3. Insolvency Protection

   Throughout the term of this Contract, the Contractor shall remain financially stable and maintain adequate protection against insolvency, as determined by EOHHS.

4. Right to Audit and Inspect Books

   The Contractor shall provide EOHHS or the Secretary of the U.S. Department of Health and Human Services or his designee its books and records for audit and inspection of: The Contractor's capacity to bear the risk of potential financial losses; and Services performed or the determination of amounts payable under the Contract.

5. Other Information

   The Contractor shall provide EOHHS with any other information that CMS or EOHHS deems necessary to adequately monitor and evaluate the financial strength of the Contractor or that must be provided to CMS or EOHHS by law, as further specified by EOHHS.

D. At all times after the Operational Start Date, the Contractor shall have a Repayment Mechanism in an amount equal to or greater than the maximum amount of the Contractor's potential Shared Losses provided, however, that starting in Contract Year 2021 and in the sole discretion of EOHHS, the Contractor may propose for EOHHS' approval a Repayment Mechanism in an amount equal to the 95th percentile of potential Shared Losses, as further specified by EOHHS;

E. At all times after the Operational Start Date, the Contractor shall use best efforts to have a minimum of approximately ten thousand (10,000) Enrollees, unless with prior written approval from EOHHS; and

F. At all times during the Contract Term, the Contractor shall:

1. Be located within the United States;
2. Not have, nor may any of the Contractor's Material Subcontractors have, any financial, legal, contractual or other business interest in EOHHS's enrollment broker, or in such vendor's subcontractors, if any; and

3. Not have, nor may any of the Contractor's Material Subcontractors have, any financial, legal, contractual or other business interest in EOHHS's External Quality Review Organization contractor, or in such vendor's subcontractors, if any.

Section 2.2 Relationships with Affiliated Providers

The Contractor shall establish and maintain relationships with Affiliated Providers as follows:

A. Participating PCPs

The Contractor shall contract with one or more PCPs to serve as Participating PCPs. The Contractor shall:

1. Ensure that the Contractor's contract with each Participating PCP:

a. Requires the Participating PCP to:

1) Share clinical data on Enrollees with the Contractor as required to support the Quality Measure reporting requirements described in **Section 2.4.B.1**, in accordance with **Appendix B** and subject to all applicable laws and regulations;

2) Observe and comply with the member rights and protections described in **Section 2.8**;

3) Provide care to Enrollees in accordance with the care model requirements described in **Section 2.3**;

4) Otherwise assist the Contractor with meeting the requirements of this Contract, including documenting information in an Enrollee's medical record; and

5) When directed by EOHHS, be enrolled with MassHealth as specified by EOHHS

b. Requires that the Participating PCP shall not contract as a:

1) Participating PCP with any entity, except the Contractor, that is participating as part of the MassHealth ACO Program;

2) PCP for an entity serving as a MassHealth-contracted MCO, except when such PCP is serving a Special Kids Special Care (SKSC) Program enrollee. or

3) Primary Care Clinician within MassHealth's PCC Plan;

c. Has a term of a minimum of one year from the Operational Start Date; and

d. May only be terminated for cause;

2. Develop, implement, and maintain value-based payments for Participating PCPs. The Contractor's value-based payments to its Participating PCPs (whether an individual or group) shall:

   a. Be subject to prior approval by EOHHS;

   b. Be made in accordance with any guidance or requirements issued by EOHHS, including requiring specific payment arrangements;

   c. Not replace payment Participating PCPs receive for providing covered services to Enrollees or Members, including payment Participating PCPs receive from MassHealth;

   d. Shift financial incentives away from volume-based, fee-for-service delivery for Participating PCPs by:

      1) Holding each Participating PCP or group of PCPs financially accountable to some degree for the Contractor's performance under this Contract and for the Participating PCP's contribution to that performance, with potential for the Participating PCP to share gains from savings or share payment responsibility for losses, such that PCPs experience a meaningful portion of their annual Medicaid patient service revenue opportunity being tied to value-based performance measures;

      2) Making the value-based payments based on a performance measurement and management process as described in **Section 2.2.A.2.e**; and

      3) Reducing the influence of volume-based, fee-for-service incentives on Participating PCPs;

   e. Include performance measurement and management activities such as but not limited to:

      1) Regularly evaluating each Participating PCP's performance on TCOC, Quality Measures, or related measures of performance under this Contract, and performing practice pattern variation analysis to identify opportunities for individual Participating PCPs to improve performance on these measures;

      2) Transparently reporting to each Participating PCP on the performance of the Participating PCP on such measures;

      3) Identifying Participating PCPs with unsatisfactory performance or opportunities to improve performance on the Contractor's identified measures, and implementing a performance improvement plan for such Participating PCPs; and

4) Adjusting value-based payments based on Participating PCPs' performance to provide financial incentives for improved performance.

f. Be accomplished through payment arrangements approved by EOHHS. Such payment arrangements may include:

1) Guaranteeing a set amount of revenue to Participating PCPs each month for the anticipated costs of Primary Care, and which may include a reconciliation of this amount against Participating PCPs' actual billing revenue each month, providing supplemental payments as needed. Such an arrangement may be expanded to include BH services, if a Participating PCP is also a provider of such services. Such payments may also include adjustments for performance;

2) Stand-alone performance incentives or prize pools for Participating PCPs based on performance on process or outcomes measures identified by the Contractor that are related to costs of care performance and quality measures identified by EOHHS, and utilization;

3) Additional payments (e.g., supplemental medical home loads) paid to Participating PCPs that augment MassHealth rates to support new costs associated with their responsibilities. Such payments shall include adjustments for performance; and

4) Partial distribution of the Contractor's Shared Savings payments or responsibility for contributing to the Contractor's Shared Losses payments to Participating PCPs based on performance;

3. Spend an amount of the Contractor's Start-up and Ongoing DSRIP funding on investments in Participating PCPs, as described in **Section 5.1.F.3**. In addition to the other requirements of this Contract, such investments shall comply with the requirements of **Section 5.1**, including requirements for proposing such activities and receiving EOHHS approval through Contractor's DSRIP Participation Plan. The Contractor's investments in its Participating PCPs shall:

a. Increase the capabilities of Participating PCPs to share information with the Contractor and with other Providers to coordinate care for Enrollees;

b. Increase the capabilities of Participating PCPs to perform and participate in the Contractor's Care Management activities, including providing additional supports to Enrollees;

c. Include, but not be limited to, investments such as:

1) Investment in primary care technological infrastructure, including:

2) HIT infrastructure deployed in the Primary Care setting;

3) Clinical platforms for Primary Care Providers;

4) Fixed cost investments to support telehealth and costs for related non-reimbursable activities;

5) Data sharing across Primary Care and Behavioral Health Providers to support Behavioral Health integration in Primary Care practices; and

6) Data analytics and informatics to support individual Primary Care practices;

7) Investment in Primary Care workforce to support the Contractor's activities under this Contract, including hiring practice extenders and other personnel, such as community health workers, licensed social workers, providers of BH or Primary Care services, or other office personnel to work in Primary Care settings within their scope of practice under state law; and

8) Training and technical assistance that directly supports Participating PCPs to improve performance and increase participation in Contractor's activities under this Contract, including assistance with analytics, executing plans for performance improvement, quality measurement and management, and care coordination and Care Management activities such as those described in **Section 2.3**;

4. As requested by EOHHS, the Contractor shall provide information to EOHHS, in a form and format specified by EOHHS, about its Participating PCPs including but not limited to, a list of Participating PCPs, each Participating PCP's MassHealth billing ID, provider ID/service location (PID/SL), NPI, tax ID (or TIN), and known affiliations to other providers, whether each Participating PCP is enrolled as a MassHealth provider, and any other information requested by EOHHS; and

5. Participating PCP Modifications

   a. The Contractor may request EOHHS' approval annually for additions to the Contractor's list of Participating PCPs through the Accountable Care Organization Primary Care Provider Additions process, as further specified by EOHHS.

      1) If a requested addition is approved, the new PCP will be added to the Contractor's list of Participating PCPs for an effective date to be further specified by EOHHS; and

      2) For new Enrollees enrolled pursuant to this **Section**, the Contractor shall collaborate with and support EOHHS in ensuring uninterrupted care as described in **Section 2.5.A.4**.

b. The Contractor shall request provider file maintenance for certain Participating PCP modifications on an ongoing basis as further specified by EOHHS.

c. EOHHS shall provide the Contractor with specifications about the Accountable Care Organization Primary Care Provider Additions Process and provider file maintenance process. Such specifications may include when the Contractor must use each process depending on a number of factors, including but not limited to any association between a proposed PCP's TIN and either the Contractor's TIN or an existing PCP's TIN.

B. Referral Circle

1. Subject to approval by EOHHS, the Contractor may establish a Referral Circle. EOHHS may approve, reject, or propose modifications to the Referral Circle in its discretion;

2. If the Contractor chooses to establish a Referral Circle and EOHHS approves such Referral Circle, the Contractor shall ensure, and shall demonstrate to EOHHS' satisfaction, that the Referral Circle observes and complies with member protections set forth in **Section 2.8**; and

3. EOHHS may modify or withdraw its approval of Contractor's Referral Circle at EOHHS' discretion, including based on Member Grievances.

C. Affiliated Hospitals

1. The Contractor shall have agreements with at least one hospital to support Contractor's activities under this Contract and as further specified by EOHHS. Such hospital(s) shall be Affiliated Hospital(s).

2. The Contractor shall develop, implement, and maintain protocols with each Affiliated Hospital that support the coordination of Enrollees' care, including transitions of care, as part of the Contractor's Transitional Care Management program as described in **Section 2.3.C.2**. Such protocols shall be in accordance with Contractor's EOHHS-approved DSRIP Participation Plan as described in **Section 5.1.A**.

D. Participating Safety Net Hospitals

The Contractor may include as Affiliated Hospitals one or more Safety Net Hospitals, as identified by EOHHS, and may designate such Safety Net Hospitals to serve as the Contractor's Participating Safety Net Hospitals. Participating Safety Net Hospitals shall be considered Affiliated Hospitals for the purposes of the requirements in **Section 2.2.C**. The Contractor shall:

1. Ensure that each Affiliated Hospital arrangement with a Participating Safety Net Hospital:

a. Is approved by EOHHS;

b. Has a term of a minimum of one year from the Operational Start Date;

c. May only be terminated for cause;

d. Requires that the Participating Safety Net Hospital shall not contract as a Participating Safety Net Hospital with any entity, except the Contractor, that is participating as part of the MassHealth ACO Program; and

1) Requires that the Participating Safety Net Hospital share meaningfully in the Contractor's financial accountability for performance under the Contract, as follows and as further specified by EOHHS:

a) Such financial accountability shall include the potential for the Participating Safety Net Hospital to share gains from savings and share responsibility for losses through one or more of the following arrangements:

(i) Financial and performance accountability for the cost and quality of episodes of care (e.g., bundled payments);

(ii) A Total Cost of Care (TCOC) sub-budget with accountability for quality;

(iii) Other performance accountability including financial penalties and bonuses; or

(iv) An arrangement under which the Participating Safety Net Hospital otherwise financially participates in the savings and losses of the Contractor such as through the Participating Safety Net Hospital's corporate affiliation to or common ownership with the Contractor.

b) As determined by EOHHS, the Participating Safety Net Hospital shall bear more than nominal risk in the financial accountability arrangement, such that the cumulative maximum annual potential for losses or gains based on the Participating Safety Net Hospital's performance is not less than one of the following:

(i) 25% of the annual value of the Participating Safety Net Hospital's DSTI Glide Path payment;

(ii) 1% of the Participating Safety Net Hospital's total Medicaid patient service revenue; or

(iii) If applicable, 30% of the difference between the Participating Safety Net Hospital's TCOC sub-budget benchmark and actual TCOC sub-budget performance.

c) The Contractor shall obtain EOHHS approval for its arrangement with the Participating Safety Net Hospital, including providing documentation of the financial participation agreement(s) internal to the Participating Safety Net Hospital's corporate affiliation, as further specified by EOHHS.

2. Pay each Participating Safety Net Hospital the full amount of DSTI Glide Path Payments Contractor receives for such Participating Safety Net Hospital, as described in **Section 5.1.F.2**.

3. Ensure that the written arrangement with the Participating Safety Net Hospital satisfies all applicable Contract requirements related to Affiliated Providers.

4. Nothing in this **Section 2.2.D** prohibits a Participating Safety Net Hospital from contracting with another MassHealth ACO, MCO or the PCC Plan as a Network Hospital.

E. Other Affiliated Providers

1. The Contractor may establish agreements with other Affiliated Providers to support Contractor's activities under this Contract. The Contractor shall disclose such agreements to EOHHS.

2. The Contractor shall report information on such Affiliated Providers as necessary to facilitate data reporting, as further directed by EOHHS.

F. Community Partners

The Contractor shall contract with Behavioral Health Community Partners (BH CPs) and Long-Term Services and Supports Community Partners (LTSS CPs) as described in **Sections 2.3.F** and **2.3.G**.

G. Policies and Procedures

1. The Contractor shall establish and implement policies and procedures to increase the Contractor's capabilities to share information among providers involved in Enrollees' care, including:

   a. Increasing connection rates of Affiliated Providers to the Mass HIway;

   b. Adopting and integrating interoperable certified Electronic Health Records (EHR) technologies (such as those certified by the Office of the National Coordinator (ONC);

   c. Enhancing interoperability; and

   d. Increasing the use of real time notification of events in care (such as but not limited to admission of an Enrollee to an emergency room or other care delivery setting) in accordance with the Contractor's DSRIP Participation Plan;

2. The Contractor shall not adopt policies and procedures to avoid costs of TCOC Included Services by referring Enrollees to publicly supported health care resources.

H. HIPAA Certification

1. By executing this Contract, and to memorialize compliance for permitted disclosures under applicable law, including those for Treatment, Payment, and Health Care Operations purposes, as those terms are defined in HIPAA - 45 CFR 164.506, the Contractor certifies that: (i) the Contractor, together with its Participating PCPs, is a Covered Entity; or (ii) the Contractor is a Covered Entity and has entered into an Organized Health Care Arrangement with its Participating PCPs; or (iii) the Contractor is a Business Associate of its Participating PCPs or an Organized Health Care Arrangement to which its Participating PCPs belong for purposes of, at a minimum, performing or providing activities, functions and/or services relating to minimizing the total cost and maximizing the quality of care providing to Enrollees.
2. Upon request, the Contractor shall produce documentation supporting its status as a Covered Entity or Business Associate, as set forth above, its relationship with its Participating PCPs and/or its authority to receive data related to Enrollees for the performance of the Contractor's responsibilities as set forth in this Contract.
3. The Contractor's obligations relating to performance for activities under this Contract shall be specified in **Section 7**. The Contractor's obligations for performance of certain activities in this Contract that are identified in and performed under the Business Associate Data Management and Confidentiality Agreement found at **Appendix N**, are subject to additional terms and conditions. Such terms include compliance with Business Associate Agreement requirements under HIPAA, requirements for "holders" under M.G.L. c. 66A, "lawful holders" under 42 CFR Part 2, and any other applicable federal or state law or regulation pertaining to the use, disclosure, maintenance, privacy or security of PI. If **Appendix N** is not part of the Contractor's obligations, **Appendix N** shall be left blank as attached to this Contract.

Section 2.3 Care Delivery, Care Coordination and Care Management

In addition to Members' other rights, the Contractor shall ensure that all Enrollees experience care that is integrated across providers, that is Member-centered, and that connects Enrollees to the right care in the right settings, as described in this Section and as further specified by EOHHS.

A. General Care Delivery Requirements

The Contractor shall ensure that all Enrollees receive care that is timely, accessible, and Culturally and Linguistically Competent. The Contractor shall:

1. Ensure that all Enrollees may access:

   a. As further specified by EOHHS, Primary Care or Urgent Care during extended hours to reduce avoidable inpatient admissions and emergency department visits;

   b. Medical and diagnostic equipment that is accessible to the Enrollee;

c. Care that is Culturally and Linguistically Competent. The Contractor shall regularly evaluate the population of Enrollees to identify language needs, including needs experienced by Enrollees who are deaf or hard of hearing, and needs related to health literacy, and to identify needs related to cultural appropriateness of care (including through the Care Needs Screening as described in **Section 2.3.B**). The Contractor shall identify opportunities to improve the availability of fluent staff or skilled translation services in Enrollees' preferred languages and opportunities to improve the cultural appropriateness of Enrollees' care; and

d. All Medically Necessary services, including Behavioral Health Services, other specialty services, and any other services delivered to the Enrollee by entities other than the Contractor, in a timely, coordinated, and person-centered manner and in accordance with the Enrollee's wishes, as necessary and appropriate;

2. Ensure that each Enrollee, including but not limited to Enrollees with Special Health Care Needs, has access to Providers with expertise in treating the full range of medical conditions of the Enrollee;
3. Perform coordination to assist Enrollees with accessing transportation to medical appointments, where Medically Necessary, for the Enrollee to access medical care;
4. Ensure provision of Early Periodic Screening, Diagnosis, and Treatment (EPSDT) and Preventive Pediatric Health Care Screening and Diagnosis (PPHSD) services to all Enrollees under the age of 21;
5. Ensure the use of the CANS Tool by appropriately qualified Primary Care and Behavioral Health Providers for all Enrollees under the age of 21, as further directed by EOHHS, and otherwise ensure that Enrollees under the age of 21 have access to appropriate care;
6. Ensure that all Enrollees under the age of 21 have access to Medically Necessary services under the Children's Behavioral Health Initiative, including through partnering with Community Service Agencies, as identified by EOHHS. Such services shall include but not be limited to:

    a. Intensive Care Coordination;

    b. Family Support and Training Services;

    c. In-Home Behavioral Services (including Behavior Management Therapy and Behavior Management Monitoring);

    d. Therapeutic Mentoring Services;

    e. In-Home Therapy Services (including Therapeutic Clinical Intervention and Ongoing Therapeutic Training and Support); and

    f. Youth Mobile Crisis Intervention Services (MCI);

7. Ensure that all Enrollees have access to emergency Behavioral Health Services, including immediate and unrestricted access to Emergency Services Program and Mobile Crisis Intervention services at hospital emergency departments and in the community, 24 hours a day, seven days a week;

8. Ensure that criminal justice involved Enrollees have access to medically necessary services, including Behavioral Health Services, and Care Management and care coordination as appropriate, as otherwise provided in this Contract.

9. Follow up with an Enrollee within 24 hours of when the Enrollee accesses emergency Behavioral Health Services, including ESP and MCI services;

10. Develop, implement, and maintain Wellness Initiatives as follows and as further directed by EOHHS:

    a. Such Wellness Initiatives may include, but are not limited to, programs such as:

        1) General health education classes, including how to access appropriate levels of health care;

        2) Tobacco cessation programs, with targeted outreach for adolescents and pregnant individuals;

        3) Childbirth education classes;

        4) Nutrition counseling, with targeted outreach for pregnant individuals, older Enrollees, and Enrollees with Special Health Care Needs;

        5) Education about the signs and symptoms of common diseases, conditions and complications (e.g., strokes, diabetes, depression);

        6) Early detection of mental health issues in children;

        7) Early intervention and risk reduction strategies to avoid complications of disability and chronic illness;

        8) Chronic disease self-management;

        9) Prevention and treatment of alcohol and substance use disorders;

        10) Coping with losses resulting from disability or aging;

        11) Self-care training, including self-examination; and

        12) Over-the-counter medication management, including the importance of understanding how to take over-the-counter and prescribed medications and how to coordinate all such medications.

    b. The Contractor shall comply with all applicable state and federal statutes and regulations; and

c. The Contractor shall ensure that Wellness Initiatives include Culturally and Linguistically Appropriate materials.

11. Develop, implement, and maintain Disease Management programs as follows and as further directed by EOHHS:

a. The Contractor shall establish programs that address the specific needs of Enrollees with certain diseases or conditions which may place such Enrollees at high risk for adverse health outcomes;

b. Such programs may include activities such as but not limited to the following:

1) Education of Enrollees about their disease or condition, and about the care available and the importance of proactive approaches to the management of the disease or condition (including self-care);

2) Outreach to Enrollees to encourage participation in the appropriate level of care and Care Management for their disease or condition;

3) Facilitation of prompt and easy access to care appropriate to the disease or condition in line with applicable and appropriate clinical guidelines;

4) Mechanisms designed to ensure that pre-treatment protocols, such as laboratory testing and drug pre-authorization, are conducted in a timely manner to ensure that treatment regimens are implemented as expeditiously as possible;

5) Education of Providers, including, but not limited to, clinically appropriate guidelines and Enrollee-specific information with respect to an Enrollee's disease or condition, including relevant indicators; and

6) The Care Management activities described in **Section 2.3.E**.

12. Establish affiliations with Providers (including contracting with the network of Community Service Agencies (CSAs) in the Contractor's geographic area, as determined by EOHHS) and organizations as necessary to fulfill the requirements of this **Section 2.3**, including affiliations with CPs and other community-based organizations and social services organizations; and

13. Ensure appropriate care for Enrollees with Special Health Care Needs.

B. Care Needs Screening and Appropriate Follow-Up

The Contractor shall ensure that Enrollees receive screenings to identify their health and functional needs as follows:

1. The Contractor shall develop, implement, and maintain procedures for completing an initial Care Needs Screening for each Enrollee and shall make best efforts to complete such screening within 90 days of the Enrollee's Effective Date of Enrollment;

2. The Contractor's Care Needs Screening shall:

   a. Be a survey-based instrument approved by EOHHS;

   b. Be made available to Enrollees in multiple formats including Web, print and telephone;

   c. Be conducted with the consent of the Enrollee;

   d. Include disclosures of how information will be used;

   e. Incorporate, at a minimum, questions:

      1) On member demographics;

      2) On personal health history, including chronic illness and current treatment;

      3) On self-perceived health status;

      4) To identify Enrollees with Special Health Care Needs;

      5) To identify Enrollees' needs for Culturally and Linguistically Appropriate Services, including but not limited to hearing and vision impairment and language preference;

      6) To identify Enrollees' needs for accessible medical diagnostic equipment;

      7) To identify the Enrollee's health concerns and goals; and

      8) That specifically screen for care needs experienced by children, including evaluating characteristics of the Enrollees' families and homes;

   f. As further directed by EOHHS, evaluate Enrollees' needs for Behavioral Health-related services, including unmet needs, and including Enrollees' appropriateness for assignment to BH CPs as further specified by EOHHS. The Contractor's Care Needs Screening shall evaluate characteristics such as but not limited to:

      1) The Enrollee's current use of BH Services, if any, including substance use disorder treatment services;

      2) The presence of mental health diagnoses or conditions, if any;

      3) The presence of any substance use disorders, if any; and

4) The Enrollee's affiliation with any state agency that provides BH-related care management or other activities, including the Department of Mental Health (DMH) and the Bureau of Substance Abuse Services (BSAS);

g. As further directed by EOHHS, evaluate Enrollees' needs for LTSS and LTSS-related services, including unmet needs, and including Enrollees' appropriateness for assignment to LTSS CPs as further specified by EOHHS. The Contractor's Care Needs Screening shall evaluate characteristics such as but not limited to:

1) Current use of MassHealth LTSS, such as:

a) Adult Day Health Services;

b) Adult Foster Care Services;

c) Continuous Skilled Nursing Services (post-100 days of services);

d) Day Habilitation Services;

e) Group Adult Foster Care Services;

f) Nursing Facility Services (post-100 days of services);

g) Inpatient and Outpatient Chronic Disease Rehabilitation Hospital Services (post-100 days of services); and

h) Personal Care Attendant Services (including Transitional Living Program);

2) Participation in a Home and Community Based Services (HCBS) Waiver;

3) Affiliation with any state agency that provides HCBS Waiver-like services, such as those provided by the Department of Developmental Services (DDS), Executive Office of Elder Affairs (EOEA), Massachusetts Commission for the Blind (MCB), Massachusetts Commission for the Deaf and Hard of Hearing, or Massachusetts Rehabilitation Commission (MRC);

4) Need for assistance with Activities of Daily Living (ADLs) or Instrumental Activities of Daily Living (IADLs);

5) Risk for institutionalization;

6) Any other clinical presentation that indicates a potential need for LTSS care, such as an indicated need for home-based nursing; and

7) Whether the Enrollee currently is the only adult in their home environment;

h. As further directed by EOHHS, evaluate Enrollees' health-related social needs, including whether the Enrollee would benefit from receiving community services to address health-related social needs. Such services shall include but not be limited to:

1) Housing stabilization and support services;

2) Housing search and placement;

3) Utility assistance;

4) Physical activity and nutrition; and

5) Support for Enrollees who have experience of violence;

i. Evaluate Enrollees' needs for care that is Culturally and Linguistically Competent, including identifying Enrollees' preferred languages;

j. Evaluate whether an Enrollee is an Enrollee with Special Health Care Needs; and

k. Otherwise identify an Enrollee's risk factors and relevant health and functional needs, as further directed by EOHHS.

3. The Contractor shall evaluate Enrollees' needs through means other than the Care Needs Screenings. Such means shall include but not be limited to regular analysis of available claims, encounter, and clinical data on Enrollees' diagnoses and patterns of care;

4. The Contractor shall ensure that Enrollees receive Medically Necessary and appropriate care and follow-up based on their identified needs, including but not limited to needs identified through the Contractor's Care Needs Screening. The Contractor shall:

a. For Enrollees with identified LTSS- or BH-related needs, coordinate as appropriate with the Contractor's CPs to fulfill the requirements of this **Section 2.3.B**, as described in **Sections 2.3.F** and **2.3.G**;

b. Ensure that Enrollees who are identified as having care needs as described in this Section receive assistance in accessing services to meet those needs. Such assistance shall include activities such as but not limited to:

1) Referring the Enrollees to Providers, social service agencies, or other community-based organizations that address the Enrollee's needs, including but not limited to Medically Necessary services;

2) Providing the Enrollee with support to ensure a successful referral, including:

a) Ensuring the Enrollee attends the referred appointment, including activities such as coordinating transportation assistance and following up after missed appointments;

b) The Enrollee's PCP communicating and sharing records with the Provider being referred to, as appropriate to coordinate care; and

c) The Enrollee's PCP directly introducing the Enrollee to the service Provider, if co-located, during a medical visit (i.e., a "warm hand-off");

3) Providing information and navigation to the Enrollee regarding community providers of social services that address the Enrollee's health-related social needs, as appropriate;

4) Providing the Enrollee with information and impartial counseling about available options;

5) Coordinating with service Providers and state agencies to improve integration of Enrollees' care; and

6) Facilitating the transition of an Enrollee to a different level of care, setting of care, frequency of care, or provider, to better match care to the Enrollee's indicated needs;

c. Ensure that Enrollees with Special Health Care Needs are comprehensively assessed and receive a Care Plan, as described in **Section 2.3.D**;

d. Develop, implement, and maintain policies and procedures regarding the identification of, outreach to, and assessment of Enrollees with Special Health Care Needs within the required timeframe specified in **Section 2.3.D**;

e. Ensure that Enrollees with identified LTSS needs receive appropriate services and referrals to address their care needs, which may include for certain Enrollees referral to an LTSS CP or otherwise being comprehensively assessed and receiving a Care Plan, as described in **Section 2.3.D**;

f. Ensure that BH and LTSS CP Assigned Enrollees receive a Comprehensive Assessment and a Care Plan, as described in **Section 2.3.D**;

g. Ensure that all Enrollees with Significant BH Needs receive appropriate services to address their care needs, as follows:

1) The Contractor shall:

a) Ensure all such Enrollees receive appropriate services and referrals to address their care needs, which may include for certain Enrollees referral to a BH CP, as described in **Section 2.3.D**;

b) Work with the Contractor's BH CPs to assist such Enrollees with in accessing appropriate services, including but not limited to providing navigation and referral, as described in **Section 2.3.F**;

c) Ensure that Participating PCPs utilize a Screening, Brief Intervention, and Referral to Treatment (SBIRT) model for Enrollees as appropriate and as further specified by EOHHS.;

d) Record in each such Enrollee's medical record appropriate information on the Enrollee's access to care, including but not limited to information on whether each Enrollee has a Comprehensive Assessment, a Care Plan, a Care Coordinator or Clinical Care Manager assigned to their care, and sufficient access to ongoing support and treatment that meets the Enrollee's care needs;

e) Report to EOHHS on such information and on the Contractor's success in connecting such Enrollees to appropriate levels of care, in aggregate form or as further directed by EOHHS; and

f) Ensure that each such Enrollee's privacy is protected in accordance with the privacy requirements in 45 CFR Parts 160 and 164 Subparts A and E, to the extent that they are applicable;

2) Such services shall include but not be limited to services such as:

a) Behavioral Health Services including inpatient, diversionary, and outpatient care;

b) Substance use disorder treatment;

c) Peer Supports, recovery coaches, and self-help groups;

d) For Enrollees under the age of 21, Children's Behavioral Health Initiative Services;

e) Community Support Program (CSP) services, including but not limited to CSP services for the chronically homeless; and

f) Services provided by other state agencies, including but not limited to DMH, DDS, DCF, and DYS;

3) This **Section 2.3.B.4.g** shall not be interpreted to eliminate or otherwise modify the Contractor's other responsibilities as described in this Contract.

C. Care Coordination, Transitional Care Management, and Clinical Advice and Support Line

The Contractor shall ensure that care for all Enrollees is coordinated. The Contractor shall, at a minimum, as described in this Section and further specified by EOHHS, perform care coordination activities for Enrollees; have a Transitional Care Management program to coordinate Enrollees' care during transitions such as hospital discharges; and maintain a

Clinical Advice and Support Line to provide Enrollees access to information and assistance that supports coordinated care.

1. The Contractor shall perform care coordination as follows. The Contractor shall:

    a. For Enrollees with identified LTSS- or BH-related needs, coordinate as appropriate with the Contractor's CPs to fulfill the requirements of this **Section 2.3.C** and as set forth in **Sections 2.3.F and 2.3.G**;

    b. Coordinate care for all Enrollees, including but not limited to:

        1) Assisting Enrollees to navigate to and access Medically Necessary services;

        2) Facilitating communication between the Enrollee and the Enrollee's providers and among such providers, for example, through the use of the Mass HIway;

        3) Monitoring the provision of services and making necessary referrals; and

        4) Coordinating with staff in other state agencies, or community service organizations, if the agency or organization is already involved in serving the Enrollee, or providing information and referral if the agency or organization may be helpful in meeting such needs;

    c. Ensure that all Enrollees receive information about how to contact the Contractor to access care coordination; and

    d. Ensure that in the process of coordinating care, each Enrollee's privacy is protected in accordance with the privacy requirements in 45 CFR Parts 160 and 164 Subparts A and E, to the extent that they are applicable;

2. The Contractor shall have a Transitional Care Management program. The Contractor shall develop, implement, and maintain protocols for transitional care management with all Affiliated Hospitals. Such protocols shall:

    a. Ensure follow-up with an Enrollee within 72 hours of when the Enrollee is discharged from any type of Affiliated Hospital inpatient stay or emergency department visit, through a home visit, in-office appointment, telehealth visit, or phone conversation, as appropriate, with the Enrollee;

    b. Ensure post-discharge activities are appropriate to the needs of the Enrollee, including identifying the need for follow-up services;

    c. Be developed in partnership with and specify the role of the Contractor's BH CPs and LTSS CPs in managing transitional care for Enrollees with BH and LTSS needs;

d. Integrate the Contractor's other Care Management activities for Enrollees, such as ensuring that an Enrollee's Care Coordinator or Clinical Care Manager is involved in Discharge Planning and follow-up;

e. Include elements such as but not limited to the following:

1) Event notification protocols that ensure key providers and individuals involved in an Enrollee's care are notified of admission, transfer, discharge, and other important care events, for example, through the use of the Mass HIway and the Mass HIway Event Notification Service (ENS). Such key providers shall include but not be limited to an Enrollee's PCP, BH Provider if any, and LTSS Provider (e.g., Personal Care Attendant) if any;

2) Medication reconciliation;

3) Criteria that trigger an in-person rather than telephonic post-discharge follow-up;

4) Home visits post-discharge for certain Enrollees with complex needs;

5) Policies and procedures to ensure inclusion of Enrollees and Enrollees' family members, guardians and caregivers, as applicable, in Discharge Planning and follow-up, and to ensure appropriate education of Enrollees, family members, guardians, and caregivers on post-discharge care instructions;

6) Inclusion of the Enrollee's BH Provider, if any, and LTSS Provider (e.g., Personal Care Attendant) if any in Discharge Planning and follow-up; and

7) Policies and procedures that ensure timely, appropriate, and comprehensive Discharge Planning for Enrollees Experiencing Homelessness and Enrollees at Risk of Homelessness including as set forth in **Section 2.3.C.4** and as further specified by EOHHS.

f. Include protocols for documenting all efforts related to Transitional Care Management, including the Enrollee's active participation in any Discharge Planning;

3. The Contractor shall maintain a Clinical Advice and Support Line, accessible by Enrollees 24 hours a day, seven days a week, in accordance with the following:

a. The Clinical Advice and Support Line shall:

1) Be easily accessible to Enrollees. The Clinical Advice and Support Line shall:

a) Have a dedicated toll-free telephone number;

b) Offer all services in all prevalent languages, at a minimum;

c) Make oral interpretation services available free-of-charge to Enrollees in all non-English languages spoken by Enrollees; and

d) Make services available for the deaf and hard of hearing, such as TTY services or comparable services;

2) Provide access to medical advice as follows:

a) The Clinical Advice and Support Line shall be staffed by a registered nurse or similarly licensed and qualified clinician, and shall provide direct access to such clinician;

b) Such clinician shall be available to respond to Enrollee questions about health or medical concerns and to provide medical triage, based on industry standard guidelines and as further directed by EOHHS, to assist Enrollees in determining the most appropriate level of care for their illness or condition; and

c) The Clinical Advice and Support Line shall have documented protocols for determining an Enrollee's acuity and need for emergent, urgent, or elective follow-up care, and for when the Enrollee should go to the emergency department versus an urgent care center, if it is available, versus advising the Enrollee to call his or her PCP the following business day and schedule an appointment;

3) Facilitate coordination of Enrollee care as follows:

a) The Clinical Advice and Support Line's clinicians shall have access to information about Enrollees and Affiliated Providers, including, at a minimum:

(i) Processes and capabilities to identify an Enrollee who calls the Clinical Advice and Support Line;

(ii) The name, contact information, and hours of operation of the Enrollee's Participating PCP; and

(iii) The name and contact information of the Enrollee's Care Coordinator or Clinical Care Manager, if applicable;

b) The Clinical Advice and Support Line shall be incorporated in the Contractor's policies and procedures for care coordination and Care Management, such as policies and procedures for:

(i) The Clinical Advice and Support Line notifying Providers and Care Management staff involved in an Enrollee's care of a phone call, particularly if the call indicates a need to modify the Enrollee's documented Care Plan or course of treatment or a need for follow-up;

(ii) The Clinical Advice and Support Line's clinicians being able to access relevant information from an Enrollee's Care Plan or medical record under certain circumstances to respond to an Enrollee's questions and to coordinate care; and

(iii) The Clinical Advice and Support Line providing appropriate information and navigation to Providers who can support an Enrollee's needs, including but not limited to Affiliated Providers and Providers involved in an Enrollee's care;

c) The Clinical Advice and Support Line shall otherwise coordinate with an Enrollee's Participating PCP, Care Coordinator, or Clinical Care Manager, as applicable, including through providing "warm handoffs" to such individuals through direct transfer protocols and processes and capabilities to share information with such individuals; and

4) Provide general health information to Enrollees and answer general health and wellness-related questions.

4. The Contractor shall assist hospitals, including but not limited to Affiliated Hospitals, in Discharge Planning activities for Enrollees at Risk of Homelessness and Enrollees Experiencing Homelessness, as further specified by EOHHS. The Contractor shall document any such assistance in the Enrollee's medical record.

5. For the purposes of this **Section 2.3.C**,

a. Enrollees Experiencing Homelessness shall be any Enrollee who lacks a fixed, regular, and adequate nighttime residence and who:

1) has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings including a car, park, abandoned building, bus or train station, airport, or camping group;

2) is living in a supervised publicly or privately operated emergency shelter designated to provide temporary living arrangements, including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals; or

3) is chronically homeless as defined by the US Department of Housing and Urban Development;

b. Enrollees at Risk of Homelessness shall be any Enrollee who does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to an emergency shelter or another place not meant for human habitation.

D. Assessment and Member-Centered Care Planning

The Contractor shall ensure that certain Enrollees, as described in this Section and further specified by EOHHS, are comprehensively assessed and receive a documented Care Plan that is informed by such assessment. Such assessment and documented Care Plan shall be member-centered and shall inform Enrollees' care, including but not limited to any Care Management activities, as described in this Section and further specified by EOHHS.

1. The Contractor shall comprehensively assess certain Enrollees as follows:

    a. The Contractor shall, either directly or, as appropriate, through its Community Partners, at a minimum, comprehensively assess:

        1) LTSS CP-Assigned Enrollees;

        2) BH CP-Assigned Enrollees. For any such BH CP-Assigned Enrollees, the Contractor shall obligate the Contractor's BH CPs to comprehensively assess such Enrollees; and

        3) Enrollees with Special Health Care Needs;

    b. The Contractor shall ensure that Enrollees are comprehensively assessed using a person-centered assessment of an Enrollee's care needs and, as applicable and clinically appropriate, the Enrollee's functional needs, accessibility needs, goals, and other characteristics, taking into consideration the domains listed in **Section 2.3.D.1.l**;

    c. The Contractor shall ensure such Comprehensive Assessments are completed within 90 days of the effective date of each such Enrollee's assignment to a BH or LTSS CP;

    d. The Contractor shall ensure that Enrollees with Special Health Care Needs are comprehensively assessed within 180 days of their enrollment date in Contract Year 1, and the Contractor shall ensure that new Enrollees with Special Health Care Needs enrolled in each subsequent year are comprehensively assessed within 90 days of enrollment;

    e. The Contractor shall update such assessments at least annually thereafter, and whenever an Enrollee experiences a major change in health status that is due to progressive disease, functional decline, or resolution of a problem or condition that represents a consistent pattern of changes that is not self-limiting; impacts more than one area of the Enrollee's health status; and requires a review by the Enrollee's care team;

    f. The Contractor shall record such assessments in Enrollees' medical record;

    g. Such assessments shall be performed using assessment tools and methods as approved by EOHHS;

h. The Contractor shall ensure that such assessments are completed independently, by an individual who is not financially or otherwise conflicted, as further defined by EOHHS;

i. The Contractor shall respond to requests by EOHHS or EOHSS' designee (e.g., EOHHS' Third Party Administrator (TPA)) for copies of the assessments of Enrollees seeking Long-Term Services and Supports as follows and as further specified by EOHHS;

   1) For such an Enrollee for whom such assessment has been completed, the Contractor shall provide a copy of such assessment as specified by EOHHS;

   2) For such an Enrollee for whom no such assessment has been completed, the Contractor shall provide the Enrollee's Care Needs Screening information or other information as specified by EOHHS.

   3) The Contractor shall designate an individual to receive such requests and shall supply contact information for that individual to EOHHS.

j. As further directed by EOHHS, the Contractor may, where appropriate, meet the assessment requirement, as described in **Section 2.3.D**, with an existing assessment for an Enrollee rather than conducting a new assessment, where such existing assessment is timely and appropriate, as further defined by EOHHS;

k. As requested by EOHHS, the Contractor shall report, in a form and format as specified by EOHHS, about such assessments in accordance with **Appendix F**;

l. Comprehensive Assessments for BH and LTSS CP-Assigned Enrollees

   1) The Contractor shall provide, either directly or, as appropriate through its Community Partners, a Comprehensive Assessment, as further specified by EOHHS, to LTSS CP-Assigned Enrollees and BH CP-Assigned Enrollees;

   2) Comprehensive Assessments, as provided to BH and LTSS CP-Assigned Enrollees, shall include domains and considerations appropriate for the population receiving the Comprehensive Assessment, as further specified by EOHHS, and shall include, but may not be limited to, the following domains and considerations, as they relate to the Enrollee:

      a) Immediate care needs and current services, including but not limited to any care coordination or management activities and any services activities being provided by state agencies such as DMH, DDS, MRC, MCB, DCF, DYS, or EOEA;

      b) Health conditions;

      c) Medications;

d) Ability to communicate their concerns, symptoms, or care goals;

e) Functional status, including needs for assistance with any Activities of Daily Living (ADLs) or Instrumental Activities of Daily Living (IADLs);

f) Self-identified strengths, weaknesses, interests, choices, care goals, and personal goals;

g) Current and past mental health needs and substance use;

h) Accessibility requirements, including but not limited to preferred language and specific communication needs, transportation needs, and equipment needs;

i) Housing and home environment, including but not limited to risk of homelessness, housing preferences, and safety;

j) Employment status, interests, and goals, as well as current use of and goals for leisure time;

k) Available informal, caregiver, or social supports, including peer supports;

l) Risk factors for abuse or neglect;

m) Food security, nutrition, wellness, and exercise;

n) Advance directives status and preferences and guardianship status; and

o) Other domains and considerations identified by EOHHS.

3) EOHHS may specify such Comprehensive Assessment tool, at EOHHS' discretion;

4) Such Comprehensive Assessments shall be appropriate to the Enrollee, shall be Enrollee-centered, and shall take place in a location that meets the Enrollee's needs, including home-based assessments as appropriate;

5) Such Comprehensive Assessments shall incorporate an assessment of the Enrollee's functional needs for LTSS, as further specified by EOHHS; and

6) Unless clinically appropriate, a new Comprehensive Assessment shall not be conducted for an Enrollee when a Comprehensive Assessment has been conducted for that Enrollee within the last year and includes all domains and considerations described in **Section 2.3.D.1.l.2**.

2. The Contractor shall provide Enrollees with documented Care Plans as follows:

a. The Contractor shall, at a minimum, provide, either directly or, as appropriate, through its Community Partners, documented Care Plans to:

1) LTSS CP-Assigned Enrollees. For any such LTSS-Assigned Enrollees, the Contractor shall obligate the Contractor's LTSS CPs to complete the LTSS component of such Care Plan;

2) BH CP-Assigned Enrollees. For any such BH CP-Assigned Enrollees, the Contractor shall obligate the Contractor's BH CPs to provide such Care Plans; and

3) Enrollees with Special Health Care Needs;

b. As requested by EOHHS, the Contractor shall report, in a form and format as specified by EOHHS, about Care Plans in accordance with **Appendix F**;

c. Care Plans shall be developed in accordance with any applicable EOHHS quality assurance and utilization review standards.

d. Care Plans for LTSS CP-Assigned Enrollees and BH CP-Assigned Enrollees shall:

1) Be unique to each Enrollee;

2) Be in writing;

3) Reflect the results of the Enrollee's Comprehensive Assessment, as described in **Section 2.3.D.1**

4) Be person-centered and developed under the direction of the Enrollee (or the Enrollee's representative, if applicable). Enrollees shall be provided with any necessary assistance and accommodations to prepare for, fully participate in, and to the extent preferred, direct the care planning process;

5) Be signed or otherwise approved by the Enrollee. The Contractor shall establish and maintain policies and procedures to ensure an Enrollee can sign or otherwise convey approval of his or her Care Plan when it is developed or subsequently modified. Such policies and procedures shall include:

a) Informing an Enrollee of his or her right to approve the Care Plan;

b) Providing mechanisms for the Enrollee to sign or otherwise convey approval of the Care Plan. Such mechanisms shall meet the Enrollee's accessibility needs;

c) Documenting the Enrollee's verbal approval of the Care Plan, including a description of the accommodation need that does not permit the Enrollee to sign the Care Plan, in the medical record. In the absence of an accommodation need, the reason a signature

was not obtainable shall be documented and a signature from the Enrollee shall be obtained within three (3) months of the verbal approval;

d) Providing the Enrollee with a copy of the approved and signed Care Plan in an appropriate and accessible format, as indicated by the Enrollee's accommodation needs and including but not limited to alternative methods or formats and translation into the primary language of the Enrollee (or authorized representative, if any); and

e) Informing an Enrollee of the availability of and access to Ombudsman services in accordance with **Section 2.8.G.2**.

6) Be approved and signed by the Enrollee's PCP or PCP Designee in a timely manner, as further specified by EOHHS. Such approval shall include, but shall not be limited to, approval of Care Plans completed by the Contractor, Care Plans completed by the Contractor's BH CPs and approval of the LTSS component of Care Plans completed by the Contractor's LTSS CPs, as further specified by EOHHS.

7) Be completed using a template approved by EOHHS and include at a minimum, the following information:

a) Certain information on the first page or in a cover sheet, as further specified by EOHHS;

b) Name and contact information for

(i) Care coordinator(s),

(ii) PCP or PCP Designee, and

(iii) Additional care team members, as applicable;

c) Current needs or conditions identified from the Comprehensive Assessment or other screenings or assessments and prioritized by the Enrollee;

d) List of Enrollee's strengths, interests, preferences, and cultural considerations;

e) Measurable goals with an estimated timeframe for achievement and plan for follow-up;

f) Recommended action step for each goal with associated responsible care team member and any related accessibility requirements;

g) Identification of barriers to meeting goals;

h) Additional needs or conditions that the enrollee would like to address in the future;

i) List of current services the Enrollee is receiving to meet current needs or conditions identified from the Comprehensive Assessment or from other screenings or assessments;

j) Back-up or contingency plan;

k) Documentation of Enrollee and PCP or PCP Designee signature and date; and

8) Be completed, including being signed or otherwise approved by the Enrollee and approved and signed by the Enrollee's PCP or PCP Designee, within five (5) calendar months of the Enrollee's Assignment to the Enrollee's BH CP or LTSS CP.

9) Be updated annually as follows:

a) Annual updates shall be informed by the annual Comprehensive Assessment;

b) Annual updates shall be signed or otherwise approved by the Enrollee and approved and signed by the Enrollee's PCP or PCP Designee within one (1) year of PCP or PCP Designee signature on the previous Care Plan; and

c) The development of the annual updates shall include at a minimum the following activities:

(i) Determining the Enrollee's progress toward goals;

(ii) Reassessing the Enrollee's health status;

(iii) Reassessing the Enrollee's goals;

(iv) Monitoring the Enrollee's compliance with the Care Plan;

(v) Documenting recommendations for follow-up; and

(vi) Making necessary changes in writing, as necessary, to reflect these activities.

10) In addition to the annual updates in accordance with **Section 2.3.D.2.d.9**, be updated as follows:

a) Following transitions of care, and when a change in the Enrollee's health status has occurred that is due to progressive disease, functional decline, or resolution of a problem or condition that represents a consistent pattern of changes that is not self-limiting; impacts more than one area of the Engaged Enrollee's health status; and requires a review by the Care Team.

b) Such updates to Care Plans shall be signed or otherwise approved by the Enrollee and the PCP or PCP Designee shall be notified of the update.

c) Such updates shall include at a minimum one of the activities included in **Section 2.3.D.2.d.9.c**.

11) For Care Plans for LTSS-CP Assigned Enrollees only:

a) Such Care Plan shall include services and supports to meet LTSS and social service needs.

b) The Contractor shall integrate the LTSS component of the Care Plan completed by the LTSS CP into the Care Plan for LTSS CP-Assigned Enrollees completed by the Contractor pursuant to **Section 2.3.D.2.d.**

e. Contractor's staff preparing Care Plans for CP-Assigned Enrollees shall complete trainings related to the CP Program, as further specified by EOHHS.

f. Care Plans for Enrollees with Special Health Care Needs shall:

1) Be based on an Enrollee's approved assessment as described in **Section 2.3.D.1**, and developed under the direction of the Enrollee (or the Enrollee's representative, if applicable);

2) Reflect the Enrollee's preference and needs;

3) Be updated at least every 12 months, or when the Enrollee's circumstances or needs change significantly, or at the request of the Enrollee. The Enrollee shall be at the center of the care planning process;

4) Designate the Enrollee's care team, as applicable, including participants of the Enrollee's choosing;

5) Be signed or otherwise approved by the Enrollee. The Contractor shall establish and maintain policies and procedures to ensure an Enrollee can sign or otherwise convey approval of his or her Care Plan when it is developed or subsequently modified. Such policies and procedures shall include:

a) Informing an Enrollee of his or her right to approve the Care Plan;

b) Providing the Enrollee with a copy of the Care Plan;

c) Providing mechanisms for the Enrollee to sign or otherwise convey approval of the Care Plan. Such mechanisms shall meet the Enrollee's accessibility needs; and

d) Informing an Enrollee of the availability of and access to Ombudsman services; and

6) Be approved and signed by the Enrollee's PCP or PCP Designee in a timely manner, as further specified by EOHHS.

E. Care Management

The Contractor shall provide Care Management activities to appropriate Enrollees as described in this Section and further specified by EOHHS.

1. The Contractor shall proactively identify Enrollees who may benefit from Care Management activities based on the results of a systematic evaluation as described in this Section. Such evaluation shall:

a. Explicitly incorporate, at a minimum:

1) Enrollees with Special Health Care Needs;

2) Enrollees with LTSS needs as indicated by the results of the Care Needs Screening described in **Section 2.3.B.2.g**;

3) Enrollees who are identified by EOHHS as potentially in need of Care Management;

4) Enrollees who are identified by PCPs as potentially in need of Care Management; and

5) Enrollees who self-identify to the Contractor as potentially in need of Care Management;

b. Incorporate information contained, if applicable and as available, in each Enrollee's:

1) Care Needs Screening;

2) Claims or encounter data;

3) Medical records;

4) Laboratory results;

5) Pharmacy data;

6) Discharge data; and

7) Other relevant sources of information identified by the Contractor or EOHHS; and

c. Incorporate predictive modeling of an Enrollee's risk for high cost, high utilization, admission, re-admission, or other adverse health outcomes.

2. The Contractor shall provide each identified Enrollee with Care Management as follows:

   a. Care Management shall include, but not be limited to, activities such as:

      1) Providing a Comprehensive Assessment as described in **Section 2.3.D.1** for Enrollees assigned to a BH or LTSS CP;

      2) Otherwise comprehensively assessing Enrollee's with Special Health Care needs as described in **Section 2.3.D**;

      3) Creating a documented Care Plan as described in **Section 2.3.D.2** and updating such Care Plan at least annually

      4) Providing a Care Coordinator or Clinical Care Manager who is assigned to the Enrollee's care;

      5) Designating a care team of providers and other individuals involved in the Enrollee's care. The care team shall include, at a minimum:

         a) The Enrollee's Care Coordinator or Clinical Care Manager;

         b) The Enrollee's PCP;

         c) The Enrollee's Behavioral Health provider (if applicable) or the Contractor's BH CP, as appropriate;

         d) The Enrollee's LTSS provider (if applicable) or the Contractor's LTSS CP, as appropriate; and

         e) Any additional individual requested by the Enrollee;

      6) Providing team-based Care Management, including meetings of the care team at least annually and after any major events in the Enrollee's care or changes in health status, or more frequently if indicated;

   b. The Contractor shall develop, implement, and maintain criteria and protocols for determining which Care Management activities may benefit an Enrollee;

   c. The Contractor shall, at a minimum:

      1) Provide a Care Coordinator who is assigned to the Enrollee's care for any Enrollee with Special Health Care Needs, who is a BH CP-Assigned Enrollee, or who is an LTSS CP Assigned Enrollee;

      2) Provide a Clinical Care Manager who is assigned to the Enrollee's care and a documented Care Plan based on a Comprehensive Assessment, or other assessment as described in **Section 2.3.D,** for any Enrollee receiving Care Management and identified by the Contractor or EOHHS as at risk for adverse care events; and

3) Coordinate with the Contractor's BH CPs to perform outreach and engagement to any BH CP-Assigned Enrollee and to provide Care Management to any BH CP-Engaged Enrollee, as described in **Section 2.3.F**;

d. The Contractor shall develop, implement, and maintain procedures for providing, and shall provide, Care Management as follows:

1) The Contractor's Care Management procedures shall:

a) Be approved by EOHHS;

b) Include procedures for acquiring and documenting Enrollees' consent to receive Care Management and for the Contractor to share information about an Enrollee's care with Enrollees' providers to promote coordination and integration. The Contractor shall make best efforts to obtain such consent;

c) Include criteria and protocols for ensuring appropriate staffing ratios and caseloads for Care Coordinators, Clinical Care Managers, and other staff involved in Care Management activities in line with industry practices;

d) Include processes for the Contractor to measure the effectiveness and quality of the Contractor's Care Management procedures. Such processes shall include:

(i) Identification of relevant measurement processes or outcomes; and

(ii) Use of valid quantitative methods to measure outcomes against performance goals;

e) Include protocols for providing services in each of the following settings. The Contractor shall exercise best efforts to provide Care Management in such settings, as appropriate:

(i) At adult and family shelters, for Enrollees who are homeless;

(ii) The Enrollee's home;

(iii) The Enrollee's place of employment or school;

(iv) At foster home, group homes and other residential placements especially for children in the care or custody of DCF and youth affiliated with DYS;

(v) At day health sites, such as for Adult Day Health;

(vi) 24-hour level of care facilities for Behavioral Health or substance use disorder treatment; or

(vii) Another setting of the Enrollee's choosing;

f) Include criteria and protocols for discharging Enrollees from Care Management;

g) Ensure that the Care Management activities each Enrollee is receiving are appropriately documented as further specified by EOHHS; and

h) Ensure regular contacts between Care Management staff, the Enrollee's PCP, and the Enrollee;

e. For Enrollees assigned to a BH or LTSS CP, the Contractor shall coordinate with the Contractor's CPs for the provision of any Care Management activities to Enrollees, as described in **Sections 2.3.F and 2.3.G**, and the Contractor shall ensure that the Contractor's CPs are providing expertise and informing the development of the Contractor's Care Management policies, procedures, and programs.

3. Care Management Program Compliance Review

To support evaluation of the Contractor's Care Management programs, the Contractor shall collaborate with EOHHS to develop specifications for a clinical data set and report**.** The Contractor shall analyze the data set and submit the results to EOHHS for review in a form, format, and frequency specified by EOHHS. The Contractor shall revise the clinical data set and report as directed by EOHHS.

F. Behavioral Health Community Partners (BH CPs)

1. At all times after the Community Partners Operational Start Date, the Contractor shall maintain ACO/MCO – BH CP Agreements with BH CPs in each of the Contractor's Service Areas as follows and as further specified by EOHHS:

a. The Contractor shall not be required to maintain ACO/MCO-BH CP Agreements if so notified by EOHHS. Reasons for such notification may include the Contractor having a limited number of Enrollees over the age of 21, the Contractor having no shared Enrollees with the BH CP, in EOHHS' sole determination, or other reasons specified by EOHHS; and

b. The Contractor shall not permit the Contractor's Material Subcontractor to enter into such ACO/MCO BH CP Agreements on behalf of the Contractor.

2. The Contractor shall assign Enrollees identified by EOHHS, by the Contractor's internal identification criteria, or by referrals to BH CPs on a monthly basis as follows:

a. The Contractor shall develop, maintain, and provide to EOHHS upon request, internal identification criteria for Enrollee assignment to BH CPs.

b. The Contractor shall assign Enrollees to a BH CP:

1) With which the ACO/MCO has an ACO/MCO-CP Agreement;

2) That serves the geographic area in which the Enrollee lives, as specified by EOHHS; and

3) That has confirmed capacity to accept the assignment.

c. The Contractor shall communicate such assignments to the BH CP in a form and format specified by EOHHS.

d. The Contractor shall manage CP enrollment and disenrollments through the CP Program Portal (the CP Portal) as further specified by EOHHS.

e. The Contractor shall follow up on submissions to the CP Portal, including but not limited to:

1) Using the CP Portal history tab functionality and other CP Portal tools, as appropriate, to share CP Portal and MMIS processing statuses for Enrollees with CPs and to respond to CP inquiries about Enrollees' processing status;

2) Researching Enrollee status and resolving CP enrollment issues using CP Portal support tools, including but not limited to the CP Portal history tab functionality;

3) Providing communication to CPs on an ongoing basis, including but not limited to, informing CPs of CP Portal processing status and any issues with CP Portal processing;

4) Communicating resolution of enrollment issues to the CPs.

3. With respect to BH CP-Referred Enrollees, the Contractor shall:

a. As further specified by EOHHS, develop, implement, and maintain policies and procedures for:

1) Accepting and evaluating such referrals; and

2) Determining the appropriateness of assigning BH CP-Referred Enrollees to a BH CP;

b. Accept and evaluate such referrals and determine whether it is appropriate to assign the BH CP-Referred Enrollee to a BH CP, consistent with the Contractor's policies and procedures;

c. Within thirty (30) calendar days of referral, assign BH CP-Referred Enrollees who the Contractor determines appropriate for assignment to a BH CP, subject to availability, including the BH CP's capacity; and

d. As further specified by EOHHS, maintain documentation related to such referrals, including but not limited to information such as the name of the BH CP Referred Enrollee, name of the referrer, relation of the referrer to the Enrollee, date of referral, status of referral, and the BH CP to which the BH CP-Referred Enrollee was assigned. The Contractor shall provide such documentation to EOHHS upon request

4. For any BH CP Enrollee that is disenrolled from a BH CP, the Contractor shall ensure that such Enrollee receives Care Management, inclusive of behavioral health coordination and management, as appropriate;

5. The Contractor shall maintain appropriate BH CP enrollment volume as determined by and as further specified by EOHHS. The Contractor may be required to assign additional members to a BH CP at EOHHS's discretion;

6. The Contractor shall make best efforts to promptly begin coordinating with each BH CP with respect to the outreach, engagement, and care management of all BH CP-Assigned Enrollees assigned to that particular BH CP within seven (7) calendar days of the Contractor making such assignments. Such coordination shall include, but not be limited to:

   a. Providing the BH CP with the name and contact information for such BH CP-Assigned Enrollees;

   b. Providing necessary and appropriate information regarding the BH CP-Assigned Enrollee to the BH CP to assist in outreach and engagement;

   c. Communicating by phone or in person with the BH CP to coordinate plans to outreach to and engage the BH CP-Assigned Enrollee; and

   d. Other forms of communication or coordination pursuant to the Contractor's ACO/MCO – CP Agreement with each BH CP;

7. The Contractor shall accommodate requests from BH CP-Assigned or BH CP-Engaged Enrollees to switch CPs, as follows:

   a. As further specified by EOHHS, the Contractor shall develop and maintain policies and procedures for receiving, evaluating, and making determinations regarding such requests. Such policies and procedures shall account for BH CP-Assigned and BH CP-Engaged Enrollees' preferences;

   b. Within thirty (30) calendar days of receiving such request from BH CP-Assigned and BH CP-Engaged Enrollees, the Contractor shall make best efforts to accommodate such requests and reassign pursuant to the Contractor's policies and procedures, subject to availability, including the CP's capacity;

   c. The Contractor shall notify such Enrollees of the Contractor's decision to reassign or not to reassign, as further specified by EOHHS; and

d. As further specified by EOHHS, the Contractor shall maintain documentation related to such requests, including but not limited to information such as the name of the requesting BH CP-Assigned or BH CP-Engaged Enrollee, the CP to which the BH CP-Assigned or BH CP-Engaged Enrollee is assigned, the CP to which the BH CP-Assigned or BH CP-Engaged Enrollee is requesting to switch, if any, date of request and status of request. The Contractor shall provide such documentation to EOHHS upon request; and

e. As further specified by EOHHS, the Contractor shall transfer care-related information about a BH CP-Assigned or BH CP-Engaged Enrollee to the BH CP to which such Enrollee has been reassigned, including but not limited to the results of any Comprehensive Assessment and specified information from the Enrollee's Care Plan;

8. As further specified by EOHHS, the Contractor shall develop, implement, and maintain processes for:

a. Disengaging Enrollees from a BH CP for reasons approved by EOHHS, including but not limited to when the Contractor, in consultation with the Enrollee's BH CP, determines that CP supports are no longer necessary, appropriate, or desired by the Enrollee; and

b. Determining when it is appropriate to transition responsibility for care coordination and care management from the BH CP to the Contractor for BH CP-Assigned or BH CP-Engaged Enrollees who have certain medical complexities, as further specified by EOHHS;

9. Contractor shall designate appropriate administrative staff to satisfy the requirements of this **Section 2.3.F** and **Appendix G**, including at a minimum:

a. One (1) key contact responsible for regular communication with the Contractor's BH CPs about matters such as but not limited to data exchange, care coordination and care management. The Contractor shall provide its BH CPs with information about each such key contact, including, but not limited to the contact's name, title, organizational affiliation, and contact information. The Contractor shall provide its BH CPs with timely notification if such key contact changes; and

b. A Care Team Point of Contact responsible for conducting all ongoing communication with the care team; ensuring the BH CP is notified of and included in the BH CP-Engaged Enrollee's Discharge Planning and follow-up communication during transitions of care; and updating the BH CP about Medically Necessary specialty care to which an Enrollee is referred or is receiving. The Contractor shall ensure that the Care Team Point of Contact has access to the Enrollee's medical record and possesses the appropriate qualifications to read clinical notations.

10. The Contractor and the BH CP shall enter into and adhere to a written ACO/MCO – CP Agreement as follows:

    a. Each such agreement between the Contractor and a BH CP shall, at a minimum, comply with the requirements of **Appendix G**;

    b. Such agreement between the Contractor and a BH CP may delegate additional responsibilities under this Contract from the Contractor to the BH CP provided such responsibilities:

        1) Are agreed upon by the BH CP;

        2) Comply with the requirements of this Contract

        3) Are in the best interests of Enrollees, and are intended to improve the coordination and Member-centeredness of care; and

        4) Do not absolve the Contractor of any responsibility to EOHHS for the requirements of this Contract; and;

    c. Such agreement between the Contractor and a BH CP may not obligate the BH CP to accept downside financial risk in Contract Year 1 or Contract Year 2; and

11. As further specified by EOHHS, the Contractor shall report to EOHHS monthly, or at any other frequency specified by EOHHS, about the BH CPs, including but not limited to:

    a. A list of BH CP-Identified Enrollees, including whether each Enrollee was assigned to a CP and the CP to which the Enrollee was assigned;

    b. A list of BH CP-Referred Enrollees, including whether each Enrollee was assigned to a CP and the CP to which the Enrollee was assigned; and

    c. A list of BH CP-Assigned or BH CP-Engaged Enrollees who requested to switch their BH CP, including, for each such Enrollee, the reasons for the requested switch, and the outcome of the request.

G. Long-Term Services and Supports Community Partners (LTSS CPs)

1. At all times after the Community Partners Operational Start Date, the Contractor shall maintain ACO/MCO – LTSS CP Agreements as follows and as further specified by EOHHS;

    a. The Contractor shall maintain such Agreements with at least two LTSS CPs within each geographic area served by the Contractor, in EOHHS' determination, as further specified by EOHHS.

b. The Contractor shall not be required to maintain ACO/MCO-LTSS CP Agreements if so notified by EOHHS. Reasons for such notification may include the Contractor having no shared Enrollees with the LTSS CP, in EOHHS' sole determination, or other reasons specified by EOHHS; and

c. The Contractor shall not permit the Contractor's Material Subcontractor to enter into such ACO/MCO LTSS CP Agreements on behalf of the Contractor;

2. The Contractor shall assign Enrollees identified by EOHHS, by the Contractor's internal identification criteria, or by referrals to LTSS CPs on a monthly basis as follows:

a. The Contractor shall develop, maintain, and provide to EOHHS upon request, internal identification criteria for Enrollee assignment to LTSS CPs.

b. The Contractor shall assign Enrollees to an LTSS CP

1) With which the ACO/MCO has executed an ACO/MCO-CP Agreement;

2) That serves the geographic area in which the member lives, as specified by EOHHS; and

3) That has confirmed capacity to accept the assignment.

c. The Contractor shall communicate those assignments to the LTSS CP in a form and format specified by EOHHS.

d. The Contractor shall manage CP enrollments and disenrollments through the CP Program Portal (the CP Portal) as further specified by EOHHS.

e. The Contractor shall follow-up on submissions to the CP Portal, including but not limited to:

1) Using the CP Portal history tab functionality and other CP Portal tools, as appropriate, to share CP Portal and MMIS processing statuses for Enrollees with CPs and to respond to CP inquiries about Enrollees' processing status;

2) Researching Enrollee status and resolving CP enrollment issues using CP Portal support tools, including, but not limited to, the CP Portal history tab functionality;

3) Providing communication to CPs on an ongoing basis, including, but not limited to, informing CPs of CP Portal processing status and any issues with CP Portal processing; and

4) Communicating resolution of enrollment issues to the CPs.

3. With respect to LTSS CP-Referred Enrollees, the Contractor shall:

    a. As further specified by EOHHS, develop, implement and maintain policies and procedures for:

        1) Accepting and evaluating such referrals;

        2) Determining the appropriateness of assigning LTSS CP-Referred Enrollees to an LTSS CP;

    b. Accepting and evaluating such referrals and determine whether it is appropriate to assign the LTSS CP-Referred Enrollee to an LTSS CP, consistent with the Contractor's policies and procedures;

    c. Within thirty (30) calendar days of referral, assign LTSS CP-Referred Enrollees who the Contractor determines appropriate for assignment to an LTSS CP, subject to availability, including the LTSS CP's capacity;

    d. As further specified by EOHHS, maintain documentation related to such referrals, including but not limited to information such as the name of the LTSS CP-Referred Enrollee, name of the referrer, relation of the referrer to the LTSS CP-Referred Enrollee, the date of referral, the status of the referral and the LTSS CP to which the LTSS CP-Referred Enrollee was assigned. The Contractor shall provide such documentation to EOHHS upon request;

4. For any LTSS CP-Enrollee that is disenrolled from the CP Program, the Contractor shall ensure that such Enrollee receives Care Management, inclusive of behavioral health coordination and management, as appropriate;

5. The Contractor shall maintain appropriate LTSS enrollment volume as determined by and as further specified by EOHHS. The Contractor may be required to assign additional members to an LTSS CP at EOHHS's discretion.

6. The Contractor shall make best efforts to promptly begin coordinating with each LTSS CP with respect to the outreach, engagement, and LTSS care coordination of all LTSS CP-Assigned Enrollees assigned to that particular LTSS CP within seven (7) calendar days of the Contractor making such assignments. Such LTSS care coordination shall include, but not be limited to:

    a. Providing the LTSS CP with the name and contact information for such LTSS CP-Assigned Enrollees;

    b. Providing necessary and appropriate information regarding the LTSS CP-Assigned Enrollee to the LTSS CP assist in outreach and engagement;

    c. Communicating by phone or in person with the LTSS CP to coordinate plans to outreach to and engage the LTSS CP-Assigned Enrollee; and

d. Other forms of communication or coordination pursuant to the Contractor's ACO/MCO – CP Agreement with each LTSS CP;

7. The Contractor shall accommodate requests from LTSS CP-Assigned or Engaged Enrollees to switch CPs, as follows:

   a. As further specified by EOHHS, the Contractor shall develop and maintain policies and procedures for receiving, evaluating, and making determinations regarding such requests. Such policies and procedures shall account for LTSS CP-Assigned and LTSS CP-Engaged Enrollees' preferences;

   b. Within thirty (30) calendar days of such request from LTSS CP-Assigned and LTSS CP-Engaged Enrollees, the Contractor shall make best efforts to accommodate such requests and reassign pursuant to the Contractor's policies and procedures, subject to availability, including the CP's capacity;

   c. The Contractor shall notify such Enrollees of the Contractor's decision to reassign or not to reassign, as further specified by EOHHS; and

   d. As further specified by EOHHS, the Contractor shall maintain documentation related to such requests, including but not limited to information such as the name of the requesting LTSS CP-Assigned or LTSS CP-Engaged Enrollee, the CP to which the LTSS CP-Assigned or LTSS CP-Engaged Enrollee is assigned, the CP to which the Enrollee is requesting to switch, if any, the date of request and the status of request. The Contractor shall provide such documentation to EOHHS upon request; and

   e. As further specified by EOHHS, the Contractor shall transfer care-related information about a LTSS CP-Assigned or LTSS CP-Engaged Enrollee to the LTSS CP to which such Enrollee has been reassigned, including but not limited to the results of any Comprehensive Assessment and specified information from the Enrollee's Care Plan;

8. As further specified by EOHHS, the Contractor shall develop, implement, and maintain processes for disengaging Enrollees from an LTSS CP for reasons approved by EOHHS, including but not limited to when the Contractor, in consultation with the Enrollee's LTSS CP, determines that CP supports are no longer necessary, appropriate, or desired by the Enrollee;

9. The Contractor shall designate appropriate administrative staff to satisfy the requirements of this **Section 2.3.G** and **Appendix H**, including at a minimum one (1) key contact responsible for regular communication with the Contractor's LTSS CPs about matters such as but not limited to data exchange, care coordination, and care management. The Contractor shall provide its LTSS CPs with information about such key contact, including but not limited to the contact's name, title, organizational affiliation, and contact information. The Contractor shall provide its LTSS CPs with timely notification if such key contact changes;

10. The Contractor and the LTSS CP shall enter into and adhere to a written ACO/MCO – CP Agreements as follows:

    a. Each such agreement between the Contractor and an LTSS CP shall, at a minimum, comply with the requirements of **Appendix H**;

    b. Such agreement between the Contractor and an LTSS CP may delegate additional responsibilities under this Contract from the Contractor to the LTSS CP provided such responsibilities:

        1) Are agreed upon by the LTSS CP;

        2) Comply with the requirements of this Contract;

        3) Are in the best interests of Enrollees, and are intended to improve the coordination and Member-centeredness of care; and

        4) Do not absolve the Contractor of any responsibility to EOHHS for the requirements of this Contract; and

    c. Such agreement between the Contractor and an LTSS CP may not obligate the LTSS CP to accept downside financial risk in Contract Year 1 or Contract Year 2; and

11. As further specified by EOHHS, the Contractor shall report to EOHHS monthly, or at any other frequency specified by EOHHS, about the LTSS CPs, including but not limited to:

    a. A list of LTSS CP-Identified Enrollees, including whether each Enrollee was assigned to a CP and the CP to which the Enrollee was assigned;

    b. A list of LTSS CP-Referred Enrollees, including whether each Enrollee was assigned to a CP and the CP to which the Enrollee was assigned;

    c. A list of LTSS CP-Assigned or LTSS CP-Engaged Enrollees who requested to switch their LTSS CP, including, for each such Enrollee, the reasons for the requested switch, and the outcome of the request.

Section 2.4 Contract Management, Reporting, and Administration

A. Key Personnel and Other Staff

The Contractor shall have Key Personnel and other staff as set forth in this Section.

1. The following roles shall be filled by the Contractor's Key Personnel:

    a. The Contractor's MassHealth Executive Director, who shall have primary responsibility for the management of this Contract and shall be authorized and

empowered to represent the Contractor regarding all matters pertaining to this Contract;

b. The Contractor's Chief Medical Officer/Medical Director, who shall be a clinician licensed to practice in Massachusetts and shall oversee the Contractor's care delivery responsibilities and Care Management activities as described in **Section 2.3**, and all clinical initiatives including quality improvement activities, including but not limited to clinical initiatives related to addressing the care needs of children;

c. The Contractor's Behavioral Health Director, who shall be responsible for the Contractor's activities related to BH Services and related care delivery responsibilities and Care Management activities as described in **Sections 2.3**, and for all BH-related interaction with EOHHS and coordination with the Behavioral Health Vendor as described in **Section 2.7**;

d. The Contractor's Chief Financial Officer, who shall be authorized to sign and certify the Contractor's financial documents, as described in this Contract and further specified by EOHHS;

e. The Contractor's Disability Coordinator, who shall oversee the Contractor's and Affiliated Providers' compliance with federal and state laws and regulations pertaining to persons with disabilities, including ensuring that Affiliated Providers provide physical access, communication access, accommodations, and accessible equipment for Enrollees with physical or mental disabilities;

f. The Contractor's State Agency Liaison, who shall coordinate the Contractor's interaction with state agencies with which Enrollees may have an affiliation, including but not limited to the Department of Mental Health (DMH), the Department of Developmental Services (DDS), the Department of Children and Families (DCF), the Department of Youth Services (DYS), the Department of Public Health (DPH) and the DPH Bureau of Substance Abuse Services (BSAS);

g. The Contractor's Key Contact, who shall liaise with EOHHS and serve as the point of contact for EOHHS for all communications and requests related to this Contract;

h. The Contractor's Ombudsman Liaison, who shall liaise with EOHHS' Ombudsman to resolve issues raised by Enrollees;

i. The Contractor's Quality Key Contact, who shall oversee the Contractor's quality management activities including those described in **Section 2.9** and other quality activities as further specified by EOHHS; and

j. Any other positions designated by EOHHS including but not limited to any additional positions related to future policy changes such as the inclusion of LTSS as described in **Section 6.6.C.3**.

2. The Contractor shall appoint Key Personnel as follows:

   a. The Contractor shall appoint an individual to each of the roles listed in **Section 2.4.A**. The Contractor may appoint a single individual to more than one such role;

   b. The Contractor shall have appointments to all Key Personnel roles no later than ninety (90) days prior to the Operational Start Date, and shall notify EOHHS of such initial appointments and provide the resumes of such individuals to EOHHS no later than ten (10) days after such appointments are made;

   c. All individuals assigned to Key Personnel roles shall, for the duration of the Contract, be employed by the Contractor and assigned primarily to perform their job functions related to this Contract;

   d. The Contractor shall, when subsequently hiring, replacing, or appointing individuals to Key Personnel roles, notify EOHHS of such a change and provide the resumes of such individuals to EOHHS no less than ten (10) days after such a change is made;

   e. If EOHHS informs the Contractor that EOHHS is concerned that any Key Personnel are not performing the responsibilities described in this Contract, or are otherwise hindering the Contractor's successful performance of the responsibilities of this Contract, the Contractor shall investigate such concerns promptly, take any actions the Contractor reasonably determines necessary to ensure full compliance with the terms of this Contract, and notify EOHHS of such actions. If such actions fail to ensure such compliance to EOHHS' satisfaction, EOHHS may invoke the remedies for poor performance described in **Section 6.22**.

3. Administrative Staff

   The Contractor shall employ sufficient Massachusetts-based, dedicated administrative staff and have sufficient organizational structures in place to comply with all of the requirements set forth herein, including, but not limited to, specifically designated administrative staff dedicated to the Contractor's activities related to:

   a. The Contractor's relationships with CPs and management of the ACO/MCO-CP Agreements;

   b. Risk stratification;

   c. Care Management; and

   d. Population health initiatives and programs.

B. Other Reporting and Documentation Requirements

In addition to all other reporting and documentation requirements set forth in this Contract, the Contractor shall provide reports and documentation as provided in this Section.

1. Quality Measure Reporting

   As further specified by EOHHS, and in a form and format specified by EOHHS, the Contractor shall provide EOHHS with data on the Clinical Quality Measures set forth in **Appendix B** for each Quality Sample as follows:

   a. For each Clinical Quality Measure, the Contractor shall provide EOHHS with complete and accurate medical records data as requested by EOHHS for each Enrollee in the Quality Sample;

   b. The Contractor shall provide all requested clinical data in a form and format determined by EOHHS, no later than thirty (30) days after receiving such request. The Contractor shall provide such data in aggregate form, if so requested by EOHHS; and

   c. The Contractor shall provide EOHHS with any additional data or information as requested by EOHHS to audit or validate the quality data the Contactor provides in accordance with this Section.

2. Documentation

   Upon EOHHS' request, the Contractor shall submit any and all documentation and materials pertaining to its performance under this Contract in a form and format designated by EOHHS. Such documentation shall include, but shall not be limited to the Contractor's:

   a. List of Participating PCPs, and documentation demonstrating the Contractor's compliance with the requirements of **Section 2.2.A**, including but not limited to model and executed contracts between the Contractor and Participating PCPs;

   b. List of any Participating Safety Net Hospitals, and documentation demonstrating the Contractor's compliance with the requirements of **Section 2.2.D**, including but not limited to model and executed contracts between the Contractor and Participating Safety Net Hospitals and documentation of the financial participation agreements internal to Participating Safety Net Hospitals' corporate affiliation, as further specified by EOHHS;

   c. Marketing plan and Marketing materials as described in **Section 2.6**;

   d. Grievance policies and procedures as described in **Section 2.8.G.1**; and

   e. Any other documentation and materials requested by EOHHS.

3. Contract-Related Reports

   Such reports shall include, but shall not be limited to, reports related to Contract performance, management and strategy.

a. The Contractor shall submit **Appendix F** reports in accordance with the timeframes and other requirements specified in **Appendix F.** For any report that indicates the Contractor is not meeting the targets set by EOHHS, the Contractor shall provide immediate notice explaining the corrective actions it is taking to improve performance. Such notice shall include root cause analysis of the problem the data indicates, the steps the Contractor has taken to improve performance, and the results of the steps taken to date. The Contractor may also include an executive summary to highlight key areas of high performance and improvement.

b. Failure to meet the reporting requirements in **Appendix F** shall be considered a breach of Contract.

C. Responsiveness to EOHHS

In addition to the other requirements of this Contract, the Contractor shall ensure and demonstrate responsiveness to EOHHS requests related to this Contract, as follows:

1. Performance reviews

a. The Contractor shall attend regular performance review meetings held by EOHHS at EOHHS' offices, or at another location determined by EOHHS, each quarter or more frequently in EOHHS' discretion;

b. The Contractor shall ensure that Key Personnel and other staff with appropriate expertise are present in person at such meetings, as requested by EOHHS, including but not limited to the Contractor's MassHealth Executive Director;

c. The Contractor shall prepare materials and information for such meetings as further directed by EOHHS, including but not limited to materials and information such as:

1) Reporting in a form and format approved by EOHHS on the Contractor's performance under this Contract, including but not limited to measures such as:

a) Costs of care for Enrollees;

b) Quality Measure performance;

c) Measures of utilization across categories of service and other indicators of changes in patterns of care;

d) Variation and trends in any such performance measures at the Participating PCP level;

e) DSRIP payments received and spent;

f) Completeness and validity of any data submissions made to EOHHS;

g) Opportunities the Contractor identifies to improve performance, and plans to improve such performance, including plans proposed to be implemented by the Contractor for Participating PCPs or other Affiliated Providers;

h) Changes in the Contractor's staffing and organizational development;

i) Performance of Material Subcontractors including but not limited to any changes in or additions to Material Subcontractor relationships; and

j) Any other measures deemed relevant by the Contractor or requested by EOHHS;

2) Updates and analytic findings from any reviews requested by EOHHS, such as reviews of data irregularities; and

3) Updates on any action items and requested follow-ups from prior meetings or communications with EOHHS;

d. The Contractor shall, within two business days following each performance review meeting, prepare and submit to EOHHS for review and approval a list of any action items, requested follow-ups for the next meeting, and estimated timelines for delivery, in a form and format specified by EOHHS;

2. Timely Response to EOHHS Requests

a. The Contractor shall respond to any EOHHS requests for review, analysis, information, or other materials related to the Contractor's performance of this Contract by the deadlines specified by EOHHS, including but not limited to, for most requests such as those described in this Section, providing a sufficient response within one week of receiving the request. Such requests may include but are not limited to requests for:

1) Records or data to assist the Contractor and EOHHS in identifying and resolving issues and inconsistencies in the Contractor's data submissions to EOHHS;

2) Analysis of utilization, patterns of care, cost, and other characteristics to identify opportunities to improve the Contractor's performance on any cost or quality measures related to this Contract;

3) Documentation and information related to the Contractor's care delivery, Care Management, or Community Partners responsibilities, to assist EOHHS with understanding the Contractor's activities pursuant to these requirements;

4) Information about the Contractor's member protections activities, including Grievances; and

5) Cooperation and coordination with EOHHS, the Massachusetts Office of the Attorney General, and the Massachusetts Office of the State Auditor in any Fraud detection and control activities, or other activities as requested by EOHHS; and

b. If the Contractor fails to satisfactorily respond within the time requested by EOHHS without prior approval from EOHHS for a late response, EOHHS may invoke the remedies for poor performance described in **Section 6.22**.

3. Ad Hoc Meetings

a. The Contractor shall attend ad hoc meetings at EOHHS' offices, or at another location determined by EOHHS, as requested by EOHHS;

b. The Contractor shall ensure that Key Personnel and other staff with appropriate expertise are present in person at such meetings, as requested by EOHHS, including but not limited to the Contractor's MassHealth Executive Director; and

c. The Contractor shall prepare materials and information for such meetings as further directed by EOHHS.

4. Participation in EOHHS Efforts

As directed by EOHHS, the Contractor shall participate in any:

a. Efforts to promote the delivery of services in a Culturally and Linguistically Competent manner to all Enrollees, including those with limited English proficiency, diverse cultural and ethnic backgrounds, and physical or mental disabilities, and regardless of gender, sexual orientation, or gender identity;

b. Activities to verify or improve the accuracy, completeness, or usefulness of the Contractor's data submissions to EOHHS, including but not limited to validation studies of such data;

c. Enrollment, disenrollment, or attribution activities related to this Contract;

d. Training programs;

e. Coordination with EOHHS, the Massachusetts Office of the Attorney General, and the Massachusetts Office of the State Auditor;

f. Workgroups and councils, including but not limited to workgroups related to reporting or data submission specifications; and

g. ACO learning collaboratives and other meetings or initiatives by EOHHS to facilitate information sharing and identify best practices among ACOs. The Contractor shall share information with EOHHS and others as directed by EOHHS regarding the Contractor's performance under this Contract, including

but not limited to information on the Contractor's business practices, procedures, infrastructure, and information technology;

h. EOHHS efforts related to the development of policies or programs, as well as measurement, analytics, and reporting relating to such policies and programs, including substance use treatment related to the opioid epidemic and which facilitate access to appropriate BH services and timely discharge from the emergency department. Such policies or programs may include, but are not limited to, the development of:

1) Specialized inpatient services;

2) New diversionary and urgent levels of care;

3) Expanded substance use disorder treatment services; and

4) Services and supports tailored to populations with significant behavioral health needs, including justice involved and homeless populations;

i. Educational sessions for EOHHS staff, such as but not limited to trainings for EOHHS' Customer Service Center;

j. Site visits and other reviews and assessments by EOHHS; and

k. Any other activities related to this Contract.

D. Readiness Review Overview

1. EOHHS will conduct a Readiness Review of the Contractor that may include, at a minimum, one on-site review. This Readiness Review shall be conducted prior to enrollment of Members into the Contractor, and at other times during the Contract period at the discretion of EOHHS. EOHHS will conduct the Readiness Review to verify the Contractor's assurances that the Contractor is ready and able to meet its obligations under the Contract. EOHHS reserves the right to conduct an additional Readiness Review in the event that additional populations become eligible for enrollment with the Contractor.

2. The scope of the Readiness Review will include, but is not limited to, a review of the following elements:

a. Staffing, including Key Personnel, in accordance with **Section 2.4.A**;

b. Marketing materials, in accordance with **Section 2.6**;

c. Capabilities of Material Subcontractors in accordance with **Section 6.18**;

d. Care Management capabilities, in accordance with **Section 2.3.E**;

e. Content of Affiliated Provider contracts;

f. Agreements with Community Partners, in accordance with **Sections 2.3.F and 2.3.G**;

g. Grievance procedures and other member protections, in accordance with **Section 2.8**;

h. Enrollee Services capability (materials and processes) in accordance with **Section 2.8**; and

i. Financial solvency, in accordance with **Section 2.1.C**.

3. Members shall not be enrolled with the Contractor unless and until EOHHS determines that the Contractor is ready and able to perform its obligations under the Contract as demonstrated during the Readiness Review, except as provided below.

4. EOHHS will identify to the Contractor all areas where the Contractor is not ready and able to meet its obligations under the Contract and may, in its discretion, allow the Contractor to propose a plan to remedy all deficiencies prior to the Contract Operational Start Date.

5. EOHHS may, in its discretion, postpone the Contract Operational Start Date if the Contractor fails to satisfy all Readiness Review requirements. If, for any reason, the Contractor does not fully satisfy EOHHS that it is ready and able to perform its obligations under the Contract prior to the Contract Operational Start Date, and EOHHS does not agree to postpone the Contract Operational Start Date, or extend the date for full compliance with the applicable Contract requirement, then EOHHS may terminate the Contract and shall be entitled to recover damages from the Contractor.

6. Alternatively, EOHHS may, in its discretion, enroll MassHealth Members in the Contractor as of the Contract Operational Start Date provided the Contractor and EOHHS agree on a corrective action plan to remedy any deficiencies EOHHS identifies pursuant to this Section.

E. Contract Readiness Review Responsibilities

The Contractor shall:

1. Demonstrate to EOHHS's satisfaction that the Contractor and its Material Subcontractors, if any, are ready and able to meet all Contract requirements identified in the Readiness Review no later than 15 business days prior to the Contract Operational Start Date. The Contractor shall provide EOHHS with a certification, in a form and format specified by EOHHS, demonstrating such readiness;

2. At the request of EOHHS, provide to EOHHS or its designee, access to all facilities, sites, and locations at which one or more functions required under this Contract occurs or is performed;

3. At the request of EOHHS, provide to EOHHS or its designee, access to all information, materials, or documentation pertaining to the performance of any function required under this Contract within five business days of receiving the request; and

4. Provide EOHHS with a remedy plan within five business days after being informed of any deficiency EOHHS identifies during the Readiness Review. EOHHS, may, in its discretion, modify or reject any such remedy plan, in whole or in part.

The readiness provisions in this **Section 2.4** shall also apply, as determined appropriate by EOHHS, upon the implementation of changes in scope to this Contract and new programs or initiatives as described in **Sections 6.6 and 6.13** of this Contract, including but not limited to the introduction of LTSS and as further specified by EOHHS.

Section 2.5 Enrollment and Education Activities

A. Member Enrollment

The Contractor shall:

1. Assist EOHHS with activities related to enrollment of Enrollees, as directed by EOHHS, including, but not limited to, activities such as making preliminary assignments of Enrollees to Participating PCPs and reporting such assignments to EOHHS in a form and format specified by EOHHS;
2. Accept for enrollment all Members, as further specified by EOHHS, referred by EOHHS in the order in which they are referred without restriction; and
3. Accept for enrollment in the Contractor's Plan, all Members identified by EOHHS at any time without regard to income status, physical or mental condition (such as cognitive, intellectual, mobility, psychiatric, and sensory disabilities as further defined by EOHHS), age, gender, sexual orientation, religion, creed, race, color, physical or mental disability, national origin, ancestry, status as a Member, pre-existing conditions, expected health status, or need for health care services.
4. For new Enrollees enrolled pursuant to **Section 2.2.A.5,** the Contractor shall collaborate with and support EOHHS in ensuring uninterrupted care. Such collaboration and support shall include, but not be limited to, participating in Enrollee outreach; and identifying specific issues and working with EOHHS to resolve those issues.

B. Identification Card

The Contractor shall provide new Enrollees with an identification card for the Contractor's plan. The Contractor shall:

1. Mail an identification card to all Enrollees no later than 15 business days after the Enrollee's Effective Date of Enrollment;
2. Ensure (pursuant to 42 USC 1396u-2(g)) that all identification cards issued by the Contractor to Enrollees include a code or some other means of allowing a hospital and other providers to identify the Enrollee as a MassHealth Member. The Enrollee identification card must also include:

    a. The name of the Contractor;

b. The Enrollee's name;

c. A unique identification number for the Enrollee other than the Enrollee's social security number;

d. The Enrollee's MassHealth identification number;

e. The name and relevant telephone number(s) of the Contractor's customer service number; and

f. The name and customer service number of the Behavioral Health Vendor.

C. New Enrollee Information

The Contractor shall provide New Enrollees with Enrollee Information that meets the requirements of **Section 2.8.C** including a Provider directory that meets the requirements of **Section 2.5.C** and an Enrollee handbook based on a model provided by EOHHS, as further directed by EOHHS, that contains the Enrollee Information specified below. The Contractor must submit such Enrollee Information to be reviewed and approved by EOHHS at least 60 days prior to publication. Such Enrollee Information must be written in a manner, format and language that is easily understood at a reading level of 6.0 and below. The Enrollee Information must be made available in Prevalent Languages and in Alternative Formats free-of-charge, including American Sign Language video clips. The Contractor shall provide the Enrollee Information to each Enrollee within a reasonable time after receiving notice of the Enrollee's enrollment. The Enrollee Information, shall include, but not be limited to, a description of the following:

1. How to access Contractor's BH CPs and LTSS CPs, including through self-referral, and information about BH CPs and LTSS CPs;
2. The role of the PCP, the process for selecting and changing the Enrollee's PCP, and the policies on referrals for specialty care and for other benefits not furnished by the Enrollee's PCP;
3. The extent to which, and how, after-hours and Emergency Services and Poststabilization Care Services are covered, including:

    a. What constitutes an Emergency Medical Condition, Emergency Services, and Poststabilization Care Services;

    b. The fact that prior authorization is not required for Emergency Services;

    c. How to access the Contractor's 24-hour Clinical Advice and Support Line;

    d. The process and procedures for obtaining Emergency Services, including the use of the 911-telephone system;

    e. The services provided by Emergency Services Programs (ESPs) and how to access them;

f. The locations of any emergency settings and other locations at which Providers and hospitals furnish Emergency Services; and

g. The fact that the Enrollee has a right to use any hospital or other setting for Emergency Services;

4. The availability of free oral interpretation services from the Contractor in all non-English languages spoken by Enrollees and how to obtain such oral interpretation services;

5. The availability of all written materials that are produced by the Contractor for Enrollees in Prevalent Languages and how to obtain translated materials;

6. The availability of all written materials that are produced by the Contractor for Enrollees in Alternative Formats free-of-charge and how to access written materials in those formats and the availability of free auxiliary aids and services, including at a minimum, services for Enrollees with disabilities;

7. The toll-free Enrollee customer services telephone number and hours of operation, and the telephone number for any other unit providing services directly to Enrollees;

8. The rights and responsibilities of Enrollees, including but not limited to, those Enrollee rights described in **Section 2.8.G.5**;

9. Information on Grievances and Appeals and Ombudsman processes, and Board of Hearing (BOH) procedures and timeframes, pursuant to **Section 2.8.G.1** and **2.8.G.2** including:

   a. The right to file Grievances and Appeals;

   b. The requirements and timeframes for filing a Grievance;

   c. The availability of assistance in the filing process;

   d. The toll-free numbers that the Enrollee can use to file a Grievance or an Appeal by phone;

   e. The right to obtain a BOH hearing;

   f. The method for obtaining a BOH hearing;

   g. The rules that govern representation at the BOH hearing;

   h. The right to file a grievance directly with EOHHS, how to do so, and EOHHS contact information; and

   i. Information about the availability of and access to Ombudsman services;

10. Information on advance directives in accordance with **Section 2.8.G.5.v**; and

11. Information on how to report suspected fraud or abuse.

12. Information about continuity and transition of care for new Enrollees;

13. Information about how to access MassHealth services including the amount, duration, and scope of available MassHealth services in sufficient detail to ensure that Enrollees understand the benefits to which they are entitled and the procedures for obtaining such benefits, including authorization requirements, any cost sharing, if applicable, and how transportation to such services may be requested. The Contractor shall also inform Enrollees of the availability of assistance through the MassHealth Customer Service Center for help determining where to access such services;

14. Information about Early and Periodic Screening, Diagnosis and Treatment (EPSDT) and Preventative Pediatric Healthcare Screening and Diagnosis (PPHS), as further directed by EOHHS;

15. The services for which MassHealth does not require authorization or referral from the Enrollee's Primary Care Provider (PCP), for example, family planning services or individual behavioral health outpatient therapy;

16. The extent to which, and how, Enrollees may obtain benefits, including Emergency Services and family planning services, from non-MassHealth providers;

17. How to obtain information about MassHealth providers;

18. Enrollee cost sharing;

19. Any restrictions on freedom of choice among MassHealth providers; and

20. Information about Behavioral Health Services provided through the MassHealth Behavioral Health Vendor.

D. Provider Directory

The Contractor shall:

1. Maintain a Provider directory (or directories) of Participating PCPs and other Affiliated Providers as further specified by EOHHS that is made available in Prevalent Languages and Alternative Formats, upon request, and includes, at a minimum, the following information for each such provider:

    a. Alphabetical list including any specialty and group affiliation as appropriate;

    b. Geographic list by town;

    c. Office address and telephone numbers as well as website URL as appropriate;

    d. Office hours;

    e. Cultural and Linguistic Competence and capabilities, including languages spoken by the Provider or by skilled medical interpreter at site, including ASL, and whether the Provider has completed cultural competence training;

f. Whether or not the Provider's office or facility has accommodations for people with physical disabilities, including offices, exam rooms, and equipment; and

g. Whether the Provider is accepting new patients.

2. Provide EOHHS with an updated electronic submission of its Provider directory (or directories) on a semi-annual basis, if updated, and an electronic submission of changes to the Provider Directory monthly.

3. Provide the Provider directory to its Enrollees as follows:

a. The Contractor shall provide a copy in paper form to Enrollees upon request. The Contractor shall update its paper-version of its Provider directory monthly if the Contractor does not have a mobile-enabled, electronic directory as further specified by EOHHS and quarterly if the Contractor has such mobile-enabled electronic directory as further specified by EOHHS;

b. The Contractor shall include written and oral offers of such Provider directory in its outreach and orientation sessions for New Enrollees; and

c. The Contractor shall include an electronic copy of its Provider directory on the Contractor's website in a machine-readable file and format. The Contractor shall update its electronic version of its Provider directory no later than 30 calendar days after being made aware of any change in information.

E. Notice of Termination

The Contractor shall provide written notice of termination of a Participating PCP, within 15 days after receipt or issuance of the termination notice, to each Enrollee who received his or her Primary Care from the terminated PCP. Such written notice shall describe how the Enrollee's continuing need for services shall be met. Whenever possible, such notice shall be provided to Enrollees 30 days prior to such Provider termination;

F. Other

The Contractor shall make available, upon request, the following additional information in a format approved by EOHHS:

1. Information on the structure and operation of the Contractor; and
2. Information on physician incentive plans.

Section 2.6 Marketing and Communication

A. General Requirements

In conducting any Marketing activities described herein, the Contractor shall:

1. Ensure that all Marketing Materials clearly state that information regarding all MassHealth managed care enrollment options including, but not limited to, the Contractor, are available from the MassHealth Customer Service Center. The Contractor shall ensure that all written Marketing Materials prominently display the telephone number and hours of operation of the MassHealth Customer Service Center in the same font size as the same information for the Contractor's customer service center, if any. EOHHS, in its sole discretion, may exempt, in writing, promotional materials or activities from this requirement upon written request by the Contractor;
2. Submit all Marketing materials to EOHHS for approval prior to distribution. The Contractor shall submit Marketing Materials to EOHHS for approval 60 days prior to distribution or as early as possible;
3. Distribute and/or publish Marketing Materials in a non-targeted manner, as further specified by EOHHS, unless the Contractor submits a written request which is approved by EOHHS to implement a targeted Marketing campaign. A targeted Marketing campaign involves distributing and/or publishing materials (1) to a part of the Contractor's service area as defined by EOHHS; or (2) where the campaign relates to a local event (such as a health fair) or to a single Provider (such as a hospital or clinic), to a certain zip code or zip codes;
4. Provide EOHHS with a copy of all press releases pertaining to the Contractor's MassHealth line of business for prior review and approval;
5. Report any costs associated with Marketing or Marketing incentives, or Non-Medical Programs or Services as further directed by EOHHS; and
6. Comply with all applicable information requirements set forth in 42 CFR 438.10 when conducting Marketing activities and preparing Marketing Materials;

B. Permissible Marketing Activities

The Contractor may only engage in the following Marketing activities:

1. A health fair or community activity sponsored by the Contractor, provided that the Contractor shall notify all MassHealth-contracted MCOs, Accountable Care Partnership Plans, and Primary Care ACOs within the geographic region, of their ability to participate. Such notification shall be in writing and shall be made as soon as reasonably possible prior to the date of the event. If other MassHealth-contracted MCOs, Partnership Plans, or Primary Care ACOs choose to participate in a Contractor's sponsored event, they shall contribute to the costs of such event as a condition of participation, provided costs are reasonably apportioned among such MassHealth-contracted MCOs, Partnership Plans, and Primary Care ACOs. The Contractor may conduct or participate in Marketing at Contractor or non-Contractor sponsored health fairs and other community activities only if:
    a. Any Marketing materials the Contractor distributes have been pre-approved by EOHHS; and

b. Any free samples and gifts offered by the Contractor are only of a nominal value and are available to all attendees of the health fair or other community activity regardless of their intent to enroll in the Contractor's Plan.

2. The Contractor may participate in health benefit fairs sponsored by EOHHS, as further specified by EOHHS;

3. The Contractor may Market to Members in accordance with **Section 2.6.A**, by distributing and/or publishing Marketing Materials in a non-targeted manner or implementing a targeted Marketing campaign that is pre-approved by EOHHS. The methods for distributing and/or publishing Marketing Materials may include:

   a. Posting written Marketing Materials that have been pre-approved by EOHHS at Provider sites and other locations as further specified by EOHHS;

   b. Initiating mailing campaigns that have been pre-approved by EOHHS, where the Contractor distributes Marketing Materials by mail; and

   c. Television, radio, newspaper, website postings, and other audio or visual advertising.

C. Prohibitions on Marketing and Enrollment Activities

The Contractor shall not:

1. Distribute any Marketing Material that has not been pre-approved by EOHHS;

2. Distribute any Marketing Material that is inaccurate or false or that misleads, confuses, or defrauds the recipient of the Marketing Material, including but not limited to, any assertion or statement, whether written or oral, that:

   a. The recipient of the Marketing Material must enroll with the Contractor in order to obtain benefits or in order to not lose benefits;

   b. The Contractor is endorsed by CMS, the federal or state government or similar entity;

   c. Seek to influence a Member's enrollment into the Contractor's Plan in conjunction with the sale or offering of any private or non-health insurance products (e.g., life insurance);

   d. Seek to influence a Member's enrollment into the Contractor in conjunction with the sale or offering of cash, cash equivalents or in-kind gifts;

   e. Directly or indirectly, engage in door-to-door, telephonic, or any other Cold-call Marketing activities;

f. Engage in any Marketing activities which could mislead, confuse or defraud Members or Enrollees, or misrepresent MassHealth, EOHHS, the Contractor, or CMS;

g. Conduct any Provider-site Marketing, except as approved by EOHHS; or

h. Engage in Marketing activities which target Members on the basis of health status or future need for health care services or which otherwise may discriminate against individuals eligible for health care services.

D. Marketing Plan and Schedules

1. The Contractor shall make available to EOHHS, upon request, for review and approval:

a. A comprehensive Marketing plan including proposed Marketing approaches to groups and individuals; and

b. Current schedules of all Marketing activities, including the methods, modes, and media through which Marketing Materials will be distributed.

2. Annually, the Contractor shall present its Marketing plan in person to EOHHS for review and approval.

3. Annually, the Contractor shall submit to EOHHS a written statement including an executive summary of its MassHealth Marketing plans and a statement that all of its Marketing plans and Marketing Materials are accurate and do not mislead, confuse, or defraud Members or the state.

E. Information to Enrollees

Nothing herein shall be deemed to prohibit the Contractor from providing non-Marketing information to Enrollees consistent with this Contract, regarding new services, personnel, Enrollee education materials, Care Management programs, advantages of being enrolled with the Contractor, and Provider sites.

F. Contractor Website

The Contractor shall develop and maintain a website that is accurate and up-to-date, and that is designed in a way that enables Enrollees and Providers to quickly and easily locate all relevant information, as specified by EOHHS. If directed by EOHHS, the Contractor shall establish appropriate links on the Contractor's website that direct users back to the EOHHS website portal.

G. MassHealth Benefit Request and Eligibility Redetermination Assistance

As directed by EOHHS, the Contractor or Provider staff may help MassHealth applicants apply for MassHealth eligibility in the following ways. Such staff may:

1. Explain the MassHealth Benefit Request (MBR) and Eligibility Redetermination Verification (ERV) forms to applicants;
2. Assist MassHealth applicants in completing and submitting MBRs;
3. Offer to assist applicants with completion of the annual ERV form; and
4. Refer MassHealth applicants to the MassHealth Customer Service Center.

Section 2.7 Behavioral Health Vendor

As further specified by EOHHS, the Contractor shall:

A. Develop, implement, and maintain protocols to share information and coordinate with EOHHS' Behavioral Health Vendor to ensure appropriate and non-duplicative care coordination and Care Management for Enrollees with BH needs as described in **Section 2.3**;

B. Accept any payment from the Behavioral Health Vendor on behalf of EOHHS, including payment of a portion of the Contractor's Shared Savings Payment; and

C. Participate in any efforts by EOHHS or by EOHHS' Behavioral Health Vendor to support the administration of this Contract, including efforts to clarify the enrollment or billing information for any Affiliated Providers that provide BH services as part of the Behavioral Health Vendor's network.

Section 2.8 Enrollee Services

A. Written Materials

The Contractor shall unless otherwise provided in this Contract, ensure that all written materials provided by the Contractor to Enrollees:

1. Are Linguistically and Culturally Appropriate, reflecting the diversity of the Contractor's membership;
2. Are produced in a manner, format, and language that may be easily understood by persons with limited English proficiency;
3. Are translated into Prevalent Languages of the Contractor's membership;
4. Are made available in Alternative Formats upon request, including video and audio, and information is provided about how to access written materials in those formats and about the availability of auxiliary aids and services;
5. Are mailed with a language card that indicates that the enclosed materials are important and should be translated immediately, and that provides information on how the Enrollee may obtain help with getting the materials translated;
6. Use a font size no smaller than 12 point; and
7. Include a large print tagline (i.e., no smaller than 18 point font size).

B. Requirements for Providing Materials Electronically

The Contractor shall not provide Enrollee information required by this Contract electronically unless all of the following are met:

1. The format is readily accessible;
2. The information is placed in a location on the Contractors website that is prominent and readily accessible;
3. The information is provided in an electronic form which can be electronically retained and printed;
4. The information is consistent with the content and language requirements of this Contract; and
5. The Enrollee is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days.

C. Enrollee Information

The Contractor shall provide Enrollee Information to Enrollees and, upon request, to Members, including all the items detailed in **Section 2.5.C**. The Contractor shall make available written translations of Enrollee Information in Prevalent Languages and inform Enrollees how to obtain translated Enrollee Information or how to obtain an oral translation in a language other than a Prevalent Language. The Contractor shall make available Enrollee Information in Alternative Formats and inform Enrollees how to obtain such Enrollee Information.

The Contractor shall provide Enrollee Information as follows:

1. Mail a printed copy of the information to the Enrollee's mailing address;
2. Provide the information by email after obtaining the Enrollee's agreement to receive information by email;
3. Post the information on the Contractor's website and advise the Enrollees in paper or electronic form that the information is available on the Internet and include the applicable Internet address, provided that Enrollees with disabilities who cannot access this information online are provided free auxiliary aids and services; or
4. Provide the information by any other method that can reasonably be expected to result in the Enrollee receiving that information.

D. Orientation Packet

The Contractor shall provide each Enrollee with an Orientation Packet. The Contractor shall submit such Orientation Packet to EOHHS for prior approval, and such Orientation Packet shall contain, at a minimum:

1. Enrollee Information as described in **Section 2.5.C**;
2. The Contractor's responsibilities, as set forth in this Contract; and

3. Any other information as specified by EOHHS.

E. Oral Interpretation Services

The Contractor shall make oral interpretation services for all non-English languages available free of charge to Enrollees and notify Enrollees of this service and how to access it.

F. Website Requirements

The Contractor shall post on its website in a prominent place, in Prevalent Languages and Alternative Formats:

1. Enrollee Information;
2. Contact information for EOHHS' Ombudsman;
3. A method for submitting inquiries, providing feedback, and initiating Grievances, including for Enrollees who do not have access to email;
4. The Provider Directory;
5. How Enrollees may access oral interpretation services free-of-charge in any non-English language spoken by Enrollees;
6. How Enrollees may access written materials in Prevalent Languages and Alternative Formats; and
7. Additional information as specified by EOHHS.

G. Member Protections

The Contractor shall provide the following member protections:

1. The Contractor shall develop, implement, and maintain written policies and procedures for the receipt and timely resolution of Enrollees' Grievances, as follows:

    a. Prior to the Operational Start Date, the Contractor shall provide EOHHS with its written Grievance policies and procedures and shall describe its processes for investigating member Grievances. Such policies and procedures shall:

        1) Be subject to approval by EOHHS; and

        2) Not limit, replace, or eliminate Enrollee's access to EOHHS Grievance policies and procedures.

    b. The Contractor shall not seek to limit Enrollee's access to or discourage Enrollees from using the EOHHS Grievance process.

    c. The Contractor shall:

        1) Within 30 days of the Operational Start Date, provide Enrollees, information on the Contractor's Grievance procedures, including the

right to file Grievances, the requirements and timeframes for filing and resolving a Grievance, and the availability of assistance in the filing process;

2) Notify Enrollees of their access to the EOHHS Appeals and Ombudsman processes, and not in any way attempt to limit an Enrollee's access or utilization of said processes;

3) Notify Enrollees of the receipt, orally or in writing, of a Grievance within two (2) business days of receipt of said Grievance; and

4) Resolve and notify Enrollees of the outcome of a Grievance proceeding within thirty (30) calendar days from the date the Contractor received the Grievance, either orally or in writing, from the Enrollee or their representative.

2. In addition to other obligations set forth in this Contract related to Ombudsman Services, the Contractor shall support Enrollee access to, and work with, the Ombudsman to address Enrollee and Potential Enrollee requests for information, issues, or concerns related to the MassHealth ACO Program, by:

a. Providing Enrollees with education and information about the availability of Ombudsman services including when Enrollees contact the Contractor with requests for information, issues, concerns, complaint, Grievances, or BOH Appeals; and

b. Communicating and cooperating with Ombudsman staff as needed for such staff to address Enrollee or potential Enrollee requests for information, issues, or concerns related to the Contractor, including:

1) Providing Ombudsman staff, with the Enrollee's appropriate permission, with access to records related to the Enrollee; and

2) Engaging in ongoing communication and cooperation with Ombudsman staff until the Enrollee's or potential Enrollee's request or concern is addressed or resolved, as appropriate, including but not limited to providing updates on progress made towards resolution.

3. The Contractor shall ensure that Enrollees are not limited to obtaining services only from Affiliated Providers. The Contractor shall:

a. Ensure Participating PCPs make referrals to any Provider, as appropriate, regardless of the Provider's affiliation with the Contractor. The Contractor shall not restrict Participating PCPs from making referrals to Providers who are not within the Referral Circle or are not otherwise Affiliated Providers;

b. Not impose additional requirements for referrals to Providers who are not within the Referral Circle or are not otherwise Affiliated Providers;

c. Not impede Enrollees' access to or freedom of choice of Providers;

d. Not reduce or impede access to Medically Necessary services; and

e. Ensure that Enrollees may obtain emergency services from any Provider, regardless of its affiliation with the Contractor, including but not limited to receiving services from ESP or MCI Providers;

4. The Contractor shall contract with a sufficient number of Participating PCPs to offer each Enrollee a choice of at least two appropriate PCPs with open panels as further specified by EOHHS.

5. The Contractor's Request for Enrollee Disenrollment

a. The Contractor shall not request the disenrollment of any Enrollee because of

1) an adverse change in the Enrollee's health status;

2) the Enrollee's utilization of medical services, including but not limited to the Enrollee making treatment decisions with which a provider or the Contractor disagrees (such as declining treatment or diagnostic testing);

3) missed appointments by the Enrollee;

4) the Enrollee's diminished mental capacity,

5) or the Enrollee's uncooperative or disruptive behavior resulting from his or her special needs (except when the Enrollee's enrollment seriously impairs the Contractor's ability to furnish services to either the particular Enrollee or other Enrollees.

b. As further specified by EOHHS, and in accordance with 130 CMR 508.003(D), the Contractor may submit a written request to EOHHS to disenroll an Enrollee as follows:

1) The Contractor shall submit the written request in a form and format specified by EOHHS and accompanied by supporting documentation specified by EOHHS;

2) The Contractor shall follow all policies and procedures specified by EOHHS relating to such request, including but not limited to the following:

a) The Contractor shall take all serious and reasonable efforts specified by EOHHS prior to making the request. Such efforts include, but are not limited to:

(i) Assisting the particular Enrollee to receive Medically Necessary TCOC Included Services through at least three PCPs or other relevant Providers that:

(ii) Attempting to provide all resources routinely used by the Contractor to meet Enrollees' needs, including but not limited to, Behavioral Health Services and Care Management;

b) The Contractor shall include with any request the information and supporting documentation specified by EOHHS, including demonstrating that the Contractor took the serious and reasonable efforts specified by EOHHS and, despite such efforts, the Enrollee's continued enrollment with the Contractor seriously impairs the Contractor's ability to furnish services to either the particular Enrollee or other Enrollees; and

c) The Contractor shall provide any EOHHS-specified notices to the Enrollee relating to the request.

c. EOHHS reserves the right, at its sole discretion, to determine when and if a Contractor's request to terminate the enrollment of an Enrollee will be granted in accordance with this section and related EOHHS policies. In addition, if EOHHS determines that the Contractor too frequently requests termination of enrollment for Enrollees, EOHHS reserves the right to deny such requests and require the Contractor to initiate corrective action to improve the Contractor's ability to serve such Enrollees.

6. Involuntary Changes in PCPs

a. The Contractor shall not request EOHHS to involuntarily, or without the Enrollee's request, transfer an Enrollee from their current PCP to a new PCP because of

1) an adverse change in the Enrollee's health status;

2) the Enrollee's utilization of medical services, including but not limited to the Enrollee making treatment decisions with which a provider, including the PCP, or the Contractor disagrees (such as declining treatment or diagnostic testing);

3) missed appointments by the Enrollee;

4) the Enrollee's diminished mental capacity, or

5) the Enrollee's uncooperative or disruptive behavior resulting from his or her special needs (except when the Enrollee's continued enrollment with the PCP seriously impairs the PCP's ability to furnish services to either the particular Enrollee or other Enrollees)

b. The Contractor may request EOHHS to involuntarily transfer an Enrollee from their current PCP to a new PCP if the Contractor follows all policies and procedures specified by EOHHS relating to such transfer, including but not limited to the following:

1) The Contractor shall, and shall require the PCPs to, take all serious and reasonable efforts specified by EOHHS prior to such a transfer;

2) The Contractor shall provide EOHHS and require the PCP to include with any request the PCP makes to the Contractor to transfer an Enrollee, the information and supporting documentation specified by EOHHS, including demonstrating that the PCP took the serious and reasonable efforts specified by EOHHS and, despite such efforts, the Enrollee's continued enrollment with the PCP seriously impairs the PCP's ability to furnish services to either the particular Enrollee or other Enrollees;

3) The Contractor and PCP shall provide any EOHHS-specified notices to the Enrollee relating to the request; and

4) The Enrollee's new PCP to which EOHHS transfers the Enrollee shall be determined by EOHHS and may, but is not required to be, be the PCP suggested by the Contractor.

7. The Contractor shall provide Enrollees with, and have written policies ensuring Enrollees are guaranteed, the following rights, and ensure that the Contractor's employees and Material Subcontractors observe and protect these rights:

a. The right to receive written information in accordance with **Section 2.6.A**;

b. The right to be treated with respect and with due consideration for his or her dignity and privacy;

c. The right to be afforded privacy and confidentiality in all interactions with the Contractor and its Affiliated Providers, unless otherwise required by law;

d. The right to receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee's condition, culture, functional status, language needs, required modes of communication, and other accessibility needs;

e. The right to participate in all aspects of care and to exercise all rights of Appeal;

f. The right to be fully involved in maintaining their health and making decisions about their health care, including the right to refuse treatment if desired, and to be appropriately informed and supported to this end;

g. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation, in accordance with applicable federal law;

h. The right to request and receive any of their medical records in the Contractor's possession, and be notified of the process for requesting amendments or corrections to such records;

i. The right to freely exercise their rights set forth in this Section and not have the exercise of those rights adversely affect the manner in which the Contractor or any Affiliated Provider treats the Enrollee;

j. The right to be notified of these rights and considerations at least annually, in a manner that they can understand, that takes into consideration their culture, functional status, language needs, and required modes of communication. This right shall include the right to request and obtain Enrollee Information at least once per year, and the right to receive notice of any significant change in Enrollee Information at least 30 days prior to the intended effective date of the change;

k. The right to not be discriminated against because of their race, ethnicity, national origin, religion, sex, gender identity, age, sexual orientation, medical or claims history, mental or physical disability, genetic information, or source of payment;

l. The right to have all the Contractor's options and rules fully explained to them, including through use of a qualified interpreter or alternate communication mode if needed or requested;

m. The right to choose a plan and Provider that they qualify for at any time during their annual plan selection period, including disenrolling from the Contractor and enrolling in another MassHealth ACO, a MassHealth MCO, or the MassHealth PCC Plan;

n. The right to receive timely information about changes to the benefits or programs offered by the Contractor at least 30 days prior to the intended date of the change;

o. The right to designate a representative if they are unable to participate fully in treatment decisions. This includes the right to have translation services available to make information appropriately accessible to them or to their representative;

p. The right to receive a copy of and to approve their Care Plan, if any;

q. The right to expect timely, accessible, Culturally and Linguistically Competent, and evidence-based treatments;

r. The right to obtain emergency care 24 hours a day, seven days a week from any hospital or other emergency care setting;

s. The right to determine who is involved in their care team, including family members, advocates, or other providers of their choosing;

t. The right to receive a second opinion on a medical procedure;

u. The right to experience care as described in this Contract, including to receive a Care Needs Screening and appropriate follow-up;

v. The right to have advance directives explained and to establish them;

w. The right to file Grievances as described in this Contract, and the right to access EOHHS' Appeals processes; and

x. The right to be protected from liability for payment of any fees that are the obligation of the Contractor.

H. Indian Health Care Provider

1. The Contractor shall offer Indian Enrollees the option to choose an Indian Health Care Provider as a Primary Care Provider if the Contractor has an Indian Primary Care Provider as a Participating PCP that has capacity to provide such services.
2. The Contractor shall permit Indian Enrollees to obtain Primary Care services from Indian Health Care Providers who are not Participating PCPs from whom the enrollee is otherwise eligible to receive such services.
3. The Contractor shall demonstrate that it has sufficient access to Indian Health Care Providers to ensure access to Primary Care for Indian Enrollees.

I. Discrimination Policy

The Contractor shall not, in any way, discriminate or use any policy or practice that has the effect of discriminating against Enrollees on the basis of health status or need for health care services, race, color, national origin, sex, sexual orientation, gender identity, or disability.

J. Emergency Services Program

The Contractor shall facilitate Enrollees' immediate and unrestricted access to Emergency Services Program and Mobile Crisis Intervention services at hospital emergency departments and in the community, 24 hours a day, seven days a week.

K. Other

The Contractor shall:

1. Otherwise provide Enrollees with care in accordance with the Contractor's responsibilities under **Section 2.3** of this Contract;

2. Provide additional information that may be required by Enrollees and Potential Enrollees to understand the requirements and benefits of enrollment with the Contractor;

3. Adopt definitions as specified by EOHHS, consistent with 42 CFR 438.10(c)(4)(i); and

4. Inform pregnant Enrollees of the benefits of choosing a MassHealth health plan and Primary Care Provider for the Enrollee's newborn soon after the newborn's birth and advising the Enrollee to contact MassHealth Customer Service or MassHealthChoices.com for additional information and options.

L. Notices to Enrollees

As further directed by EOHHS, the Contractor's notices to Enrollees shall conform to models provided by EOHHS.

M. Enrollee Services Department

Maintain an Enrollee services department to assist Enrollees, Enrollees' family members or guardians, and other interested parties in learning about and obtaining MassHealth services;

N. Enrollee Services Department Standards

Maintain employment standards and requirements (e.g., education, training, and experience) for Enrollee services department staff and provide a sufficient number of staff for the Enrollee services department;

O. Enrollee Services Department Staff

Ensure that Enrollee services department staff have access to:

1. The Contractor's Enrollee database;

2. The Eligibility Verification System (EVS); and

3. An electronic Provider directory that includes, but is not limited to, the information specified in **Section 2.5.D**. of this Contract;

P. Enrollee Services Telephone Line

Operate a toll-free Enrollee services telephone line a minimum of nine hours per day during normal business hours, Monday through Friday, as follows and as further specified by EOHHS. Such telephone line shall:

1. Make oral interpretation services available free-of-charge to Members and Enrollees in all non-English languages spoken by Members and Enrollees; and

2. Maintain the availability of services free-of-charge, such as TTY services or comparable services, for the deaf and hard of hearing.

Q. Information for Enrollees and Potential Enrollees

Ensure that enrollee service department representatives shall, upon request, make available to Enrollees and Potential Enrollees in the Contractor's Plan information concerning the following:

1. The identity, locations, qualifications, and availability of Primary Care Providers;
2. The rights and responsibilities of Enrollees including, but not limited to, those Enrollee rights described in **Section 2.8.G**.;
3. How Enrollees and Potential Enrollees may access oral interpretation services free-of-charge in any non-English language spoken by Enrollees and Potential Enrollees;
4. How Enrollees and Potential Enrollees may access written materials in Prevalent Languages and Alternative Formats;
5. All MassHealth services that are available to Enrollees either directly or through referral or authorization; and
6. Additional information that may be required by Enrollees and Potential Enrollees to understand MassHealth requirements and benefits.

R. Miscellaneous Customer Service Requirements

Ensure that its customer services representatives who are assigned to respond to MassHealth specific inquiries:

1. Understand and have a working knowledge of the Contract between EOHHS and the Contractor;
2. Answer Enrollee inquiries, including those related to enrollment status and accessing care;
3. Refer Enrollee inquiries that are of a clinical nature, but non-behavioral health, to clinical staff with the appropriate clinical expertise to adequately respond;
4. Refer Enrollee Inquiries related to behavioral health to the EOHHS Behavioral Health Vendor, including inquiries that are solely administrative in content; and
5. Have the ability to answer Enrollee Inquiries in the Enrollee's primary language free-of-charge through an alternative language device or interpreter;

S. Customer Service Training

Establish a schedule of intensive training for newly-hired and current customer service representatives about when, where and how Enrollees may obtain EPSDT screenings, diagnosis and treatment services.

Section 2.9 Quality Management and Enrollee Incentives

A. QM/QI Program

The Contractor shall maintain a well-defined QM/QI organizational and program structure that supports the application of the principles of Clinical Quality improvement (CQI) to all aspects of the Contractor's service delivery system.

The QM/QI program must be communicated in a manner that is accessible and understandable to internal and external individuals and entities, as appropriate. The Contractor's QM/QI organizational and program structure shall comply with all applicable provisions of 42 CFR Part 438, including Subpart E, Quality Assessment and Performance Improvement.

The Contractor shall:

1. Establish a set of QM/QI functions and responsibilities that are clearly defined and that are proportionate to, and adequate for, the planned number and types of QM/QI initiatives and for the completion of QM/QI initiatives in a competent and timely manner;
2. Ensure that such QM/QI functions and responsibilities are assigned to individuals with the appropriate skill set to oversee and implement an organization-wide, cross-functional commitment to, and application of, CQI to all clinical and non-clinical aspects of the Contractor's service delivery system;
3. Have in place a written description of the QM/QI Program that delineates the structure, goals, and objectives of the Contractor's QM/QI initiatives. Such description shall be updated and submitted to EHS annually and at minimum shall include:

    a. Mechanisms for the collection and submission of performance measurement data including those set forth in **Section 2.9.B** and **Appendix B** of this contract.

    b. Mechanisms to assess both underutilization and overutilization of services.

    c. Identified resources dedicated to the QM/QI program, including staff, or data sources, and analytic programs or IT systems;

    d. Any evaluations of QI or QM initiatives conducted over the previous year.

4. Performance Measurement and Improvement Projects

    The Contractor shall engage in performance measurement activities, designed to achieve, through ongoing measurement and intervention, significant improvements, sustained over time, in clinical care and non-clinical care processes, outcomes and Enrollee satisfaction. Measurement projects shall be conducted in accordance with 42 CFR 438.330, and at EOHHS's direction, and shall include, but are not limited to:

    a. Performance Measurement

        1) As further specified by EOHHS, the Contractor shall report the results of, or submit to EOHHS data which enables EOHHS to calculate, the Performance Measures set forth in **Appendix B**, in accordance with 42 CFR 438.330(c). Such Performance Measures may include those specified by CMS in accordance with 42 CFR 438.330(a)(2).

2) EOHHS may, at its discretion and at any time, identify certain thresholds for Performance Measures which the Contractor must meet, and the Contractor shall work with EOHHS on such thresholds upon EOHHS request. If EOHHS is concerned with the Contractor's performance on such measures, the Contractor shall discuss such performance with EOHSS, and as further specified by EOHHS:

a) Provide EOHHS with an analysis as to why the Contractor's performance is at the level it reports; and

b) Provide EOHHS with, and implement as approved by EOHHS, a concrete plan for improving its performance;

3) The Contractor shall demonstrate how to utilize Performance Measure results in designing ongoing QM/QI initiatives.

b. CMS-Specified Performance Measurement and Performance Improvement Projects

c. The Contractor shall conduct additional performance measurement or performance improvement projects if mandated by CMS pursuant to 42 CFR 438.330.

B. External Quality Review (EQR) Activities

1. The Contractor shall take all steps necessary to support the External Quality Review Organization (EQRO) contracted by EOHHS to conduct External Quality Review (EQR) Activities, in accordance with 42 CFR 438.358. EQR Activities shall include, but are not limited to:

a. Annual validation of performance measures reported to EOHHS, as directed by EOHHS, or calculated by EOHHS; and

b. At least once every three years, review of compliance with certain standards mandated by 42 CFR Part 438, Subpart D, and at the direction of EOHHS, such as those regarding structure and operations;

2. The Contractor shall take all steps necessary to support the EQRO in conducting EQR Activities including, but not limited to:

a. Designating a qualified individual to serve as Project Director for each EQR Activity who shall, at a minimum:

1) Oversee and be accountable for compliance with all aspects of the EQR activity;

2) Coordinate with staff responsible for aspects of the EQR activity and ensure that staff respond to requests by the EQRO and EOHHS staff in a timely manner;

3) Serve as the liaison to the EQRO and EOHHS and answer questions or coordinate responses to questions from the EQRO and EOHHS in a timely manner; and

4) Ensure timely access to information systems, data, and other resources, as necessary for the EQRO to perform the EQR Activity and as requested by the EQRO or EOHHS;

b. Maintaining data and other documentation necessary for completion of EQR Activities specified above. The Contractor shall maintain such documentation for a minimum of seven years;

c. Reviewing the EQRO's draft EQR report and offering comments and documentation to support the correction of any factual errors or omissions, in a timely manner, to the EQRO or EOHHS;

d. Participating in meetings relating to the EQR process, EQR findings, and/or EQR trainings with the EQRO and EOHHS;

e. Implementing actions, as directed by EOHHS, to address recommendations for quality improvement made by the EQRO, and sharing outcomes and results of such activities with the EQRO and EOHHS in subsequent years; and

f. Participating in any other activities deemed necessary by the EQRO and approved by EOHHS.

C. DSRIP Quality and Accountability

The Contractor shall be accountable for its performance on the quality measures found in **Appendix B** as follows:

1. The Contractor shall provide Clinical Quality Data pursuant to **Section 2.4.B.1**;
2. EOHHS shall calculate the Contractor's Quality Score and DSRIP Accountability Score as described in **Appendix B**;
3. The Contractor's Quality Score shall modify the Contractor's Shared Savings or Shared Losses payments, as described in **Section 4.3.C**; and
4. The Contractor's DSRIP Accountability Score shall be used to determine the proportion of the Contractor's withheld DSRIP payments the Contractor receives, as described in **Section 5.2.D**.

D. Enrollee Incentives

The Contractor may implement Enrollee Incentives, as appropriate, to promote engagement in specific behaviors (e.g., guideline-recommended clinical screenings and PCP visits, Wellness Initiatives). The Contractor shall:

1. Take measures to monitor the effectiveness of such Enrollee Incentives, and to revise incentives as appropriate, with consideration of Enrollee feedback;
2. Ensure that the nominal value of Enrollee Incentives do not exceed $30; and
3. Submit to EOHHS, at the direction of EOHHS, ad hoc report information relating to planned and implemented Enrollee Incentives and assure that all such Enrollee Incentives comply with all applicable state and federal laws.

Section 2.10 Contractor COVID-19 Efforts

The Contractor shall, as set forth in this Contract and as further directed by EOHHS, help manage the 2019 novel Coronavirus (COVID-19) as set forth in this section.

A. As further specified by EOHHS, the Contractor shall help manage COVID-19 as set forth in MassHealth bulletins, including but not limited to MassHealth managed care entity bulletins, and other MassHealth guidance. Such activities to help manage COVID-19 shall include, but may not be limited to:

1. Taking all necessary steps to enable Enrollees to obtain medically necessary and appropriate testing and treatment.
2. Minimizing barriers to prompt testing and treatment.
3. Communicating, with EOHHS prior approval, relevant benefits, prevention, screening, testing, and treatment options to Enrollees and guidelines for contacting an Enrollee's local board of health or health care provider.

Section 2.11 COVID-19 Vaccination Incentive

A. The Contractor shall make best efforts to maximize vaccinations of their members in accordance with the Department of Public Health guidelines. For Contract Year 2021, the Contractor shall receive a COVID-19 Vaccination Incentive Payment as set forth in **Section 4.2.B**, if by July 31, 2021, either:

1. The Contractor has a minimum of eighty percent (80%) of Enrollees residing in certain Massachusetts cities and towns, as further specified by EOHHS, who are fully vaccinated against COVID-19; or
2. Both:

    a. The Contractor has a minimum of fifty percent (50%) of Enrollees residing in such cities and towns who are fully vaccinated against COVID-19; and

    b. The Contractor has one of the top four highest percentages of Enrollees fully vaccinated among all MassHealth Accountable Care Partnership Plans ("ACPP"), Managed Care Organizations ("MCO"), and Primary Care Accountable Care Organizations ("PCACO").

B. For purposes of this section, an Enrollee is considered fully vaccinated if the Enrollee has received all recommended doses of the COVID-19 vaccine regimen for the vaccine administered.

SECTION 3. EOHHS RESPONSIBILITIES

Section 3.1 Contract Management

EOHHS shall:

A. Provide certain documents, data, reports, materials and other information to assist the Contractor in performing under the Contract;

B. Pay the Contractor in accordance with **Section 4**;

C. Evaluate reports and materials submitted by the Contractor for approval as specified in this Contract, including but not limited to the Contractor's DSRIP Participation Plan, the Contractor's Budgets and Budget Narratives, and the Contractor's Progress Reports; and

D. Designate an individual authorized to represent EOHHS regarding all aspects of the Contract. EOHHS' representative shall act as a liaison between the Contractor and EOHHS during the Contract Term. The representative shall be responsible for:

1. Monitoring compliance with the terms of the Contract;
2. Receiving and responding to all inquiries and requests made by the Contractor under this Contract;
3. Meeting with the Contractor's representative on a periodic or as-needed basis for purposes including but not limited to discussing issues which arise under the Contract; and
4. Coordinating with the Contractor, as appropriate, on Contractor requests for EOHHS staff to provide assistance or coordination on Contractor responsibilities.

Section 3.2 [Reserved]

Section 3.3 Quality Measurement

EOHHS shall:

A. Administer the Patient Experience Survey. Such survey may include, but shall not be limited to, questions about the Enrollee's experience of care from their Participating PCP. EOHHS may modify the Patient Experience Survey in EOHHS' sole discretion;

B. Provide the Contractor with the Quality Sample for each Clinical Quality Measure within the final sixty (60) days of each Performance Year, or at another time specified by EOHHS; and

C. Calculate the total Quality Score for the Contractor.

Section 3.4 Enrollment and Attribution

A. EOHHS shall inform Eligible Members of their enrollment options in an unbiased manner, including the option of becoming Enrollees for the Contractor or another ACO in the MassHealth ACO program, and shall inform each Member at the time of enrollment of their right to change enrollment without cause within 90 days and at other times in accordance with applicable rules and regulations.

B. EOHHS may assign Members that fail to make a selection prior to the Operational Start Date to the Contractor and one of the Contractor's Participating PCPs, including but not limited to if the Member has an existing relationship with one of the Contractor's Participating PCPs in EOHHS' determination.

C. EOHHS shall provide the Contractor with a list of its Enrollees and periodic updates to such a list.

D. Except as otherwise provided under federal law or waiver, an Enrollee may disenroll voluntarily:

1. For cause, at any time, in accordance with 42 CFR 438.56(d)(2) and 130 CMR 508.003(C)(3); and
2. Without cause, at any time during a plan selection period as set forth in 130 CMR 508.003(C)(1).

Section 3.5 Call Center and Member Protections

A. EOHHS shall provide a Customer Service Center for use by Enrollees. Enrollees will be able to contact the EOHHS call center for information on available services, available primary and secondary care Providers, Providers' status in a Contractor's Referral Circle, and other information necessary for the receipt of services.

B. EOHHS shall provide Appeals and Ombudsman processes to Enrollees.

Section 3.6 Community Partner Certification

EOHHS shall certify Community Partners and notify the Contractor of available certified Community Partners.

Section 3.7 Participating PCP Modification Process

EOHHS shall maintain, and may update from time to time, an annual process for the Contractor to request EOHHS' approval for changes to the Contractor's list of Participating PCPs, including ending affiliations with Participating PCPs and adding new Participating PCPs. Such changes shall in all cases be subject to EOHHS' approval. The Contractor shall submit requests for any such changes pursuant to EOHHS' defined process, including timelines, and the effective date of any such changes shall be as described by EOHHS' defined process.

SECTION 4. PAYMENT

Subject to other terms and conditions of the Contract, including but not limited to EOHHS' receipt of all necessary federal and state approvals, EOHHS shall pay the Contractor in accordance with the following provisions:

Section 4.1 DSRIP Payments

EOHHS shall make DSRIP payments to the Contractor in accordance with **Section 5.2**.

Section 4.2 Administrative Payments

A. EOHHS may pay the Contractor an additional amount to cover the Contractor's administrative costs under this Contract. Such amount shall not exceed three percent (3%) of the Contractor's TCOC Benchmark aggregated across all Regions and Rating Categories, and shall be paid per-Enrollee, per-month, or in another manner specified by EOHHS. For the Contract Year, the amount of the administrative payment shall be as in **Appendix I**.

B. COVID-19 Vaccination Incentive Payment

1. For Contract Year 2021, if the Contractor achieves the vaccination target set forth in **Section 2.11**, EOHHS shall pay the Contractor a vaccination incentive payment of $500,000.
2. The COVID-19 Vaccination Incentive Payment shall not be included in the risk sharing arrangement calculations set forth in **Section 4.3.**

Section 4.3 Shared Savings and Losses for Total Cost of Care (TCOC)

A. Market-Wide Risk Sharing Arrangement ("Market Corridor") for the Contract Year

1. Overall Approach

   As further described in this section, this risk sharing arrangement shall be based on certain revenue and expenditures across MassHealth managed care plans, described as Market Corridor revenue and Market Corridor expenditures, respectively.

2. Market Corridor Revenue

   EOHHS shall first determine the Market Corridor revenue. For each MassHealth Accountable Care Partnership Plan ("ACPP"), Managed Care Organization ("MCO"), Primary Care Accountable Care Organization ("PCACO"), and the Primary Care Clinician Plan ("PCC Plan") (each a "plan"), EOHHS shall multiply by Region and Rating Category each plan's respective Core Medical component of the Base Capitation Rate or total cost of care (TCOC) benchmark, as applicable, for the Contract Year, per member, per month, by each plan's experienced member months for the Contract Year as determined by EOHHS, and by each plan's concurrent risk scores. The sum of such calculation across plans, plus any supplemental specialized inpatient psychiatric services TCOC Benchmark adjustment made in accordance with **Section 2.7.E.2.j** and

related payments or adjustments, as applicable, for each plan, shall equal the Market Corridor revenue.

3. Market Corridor Expenditures

EOHHS shall then determine the Market Corridor expenditures. Such expenditures shall equal the sum across plans of Core Medical actual medical expenditures related to Included Services in TCOC in **Appendix A**, covered services (for ACPPs and MCOs), and comparable services for the PCC Plan, including those services related to the supplemental specialized inpatient psychiatric services TCOC Benchmark adjustment and related payments or adjustments, for the applicable Contract Year in aggregate across all Regions and Rating Categories, as applicable, and based on EOHHS data for the Contractor and the PCC Plan and data provided by ACPPs and MCOs to EOHHS.

a. Such expenditures shall exclude any and all case management costs.

b. Such expenditures shall exclude expenditures for which EOHHS makes a TCOC Benchmark adjustment pursuant to **Section 4.3.E.1.d** and related payments or adjustments for other plans;

c. EOHHS may make appropriate adjustments as necessary related to the Market Corridor expenditure calculation described above.

4. If the Market Corridor expenditures, as determined by EOHHS in accordance with the above provisions, are greater than or less than the Market Corridor revenue, as determined by EOHHS in accordance with the above provisions, the Contractor's share of the resulting loss or gain shall be an adjustment applied to the Contractor's TCOC Benchmark for the purposes of calculating the Contractor's Shared Savings or Shared Losses in **Section 4.3.B** below. The Contractor shall share in the resulting loss or gain in accordance with **Appendix I**.

5. EOHHS shall exclude from all calculations related to this risk sharing arrangement any reinsurance premiums paid by plans and any recovery revenues received if plans choose to purchase reinsurance."

B. Shared Savings/Shared Losses Calculations

EOHHS shall calculate the Contractor's Shared Savings or Shared Losses payment for each Contract Year as follows:

1. EOHHS shall calculate the Contractor's TCOC Benchmark as described in **Section 4.3.D.2**;

2. EOHHS shall calculate the Contractor's TCOC Performance as described in **Section 4.3.D.3**;

3. EOHHS shall subtract the Contractor's TCOC Performance from Contractor's TCOC Benchmark set forth in **Appendix I, Exhibit 4**. If such difference is equal to an amount greater than zero (0), such difference shall be the Contractor's Savings. If such difference is equal to an amount less than zero (0), such difference shall be the

Contractor's Losses. If such difference equals zero (0) and the Contractor's TCOC Performance and TCOC Benchmark are equal to each other, the Contractor shall have neither Savings nor Losses for the Contract Year;

4. If the Contractor has Savings or Losses, EOHHS shall calculate the Contractor's Shared Savings payment amount or the Contractor's Shared Losses payment amount, respectively, based on the Contractor's Risk Track, as described in **Section 4.3.B**, and based on the Contractor's Quality Score, as described in **Section 4.3.C**. If the Contractor has neither Savings nor Losses for the Contract Year, the Contractor shall have neither a Shared Savings payment nor a Shared Losses payment;

C. Risk Tracks

1. The Contractor shall, prior to the Operational Start Date or other date as determined by EOHHS, select Contractor's Risk Track and notify EOHHS in writing of such selection. The Contractor's Risk Track for the TCOC Benchmark shall be either Risk Track 1 – Shared Accountability (as described in **Section 4.3.B.2.b**) or Risk Track 2 – Full Accountability (as described in **Section 4.3.B.2.c**.). As further specified by EOHHS, the Contractor may annually change the Contractor's Risk Track, as approved in writing by EOHHS. The Contractor shall choose its Risk Track for each Contract Year by a date specified by EOHHS. The Contractor may not change the Contractor's chosen Risk Track until the process begins for the next Contract Year.

2. The Risk Tracks for the TCOC Benchmark, as defined in **Section 4.3.D.2** shall be as follows:

   a. EOHHS shall calculate Shared Savings and Shared Losses payments for the TCOC Benchmark subject to the following risk corridor provisions:

      1) The minimum savings and losses threshold shall both be equal to either one percent (1%) or two percent (2%) of the TCOC Benchmark aggregated across all Regions and Rating Categories, as chosen by the Contractor through a defined process and according to a timeline specified by EOHHS. If the Contractor's Savings aggregated across all Regions and Rating Categories or the absolute value of the Contractor's Losses aggregated across all Regions and Rating Categories are less than the Contractor's chosen threshold of the TCOC Benchmark, there shall be no Shared Savings or Shared Losses payment. The Contractor shall choose its minimum savings and losses threshold for each Contract Year by a date specified by EOHHS. The Contractor may not change the Contractor's chosen minimum savings and losses threshold until the process begins for the next Contract Year.

      2) The savings and losses cap shall be equal to 10% of the TCOC Benchmark (hereinafter referred to as "the cap"). If the Contractor's Savings for the TCOC Benchmark are greater than the cap, the Contractor's Shared Savings payment shall be calculated as if the Contractor's Savings were equal to the cap, and the Contractor shall

receive no additional Shared Savings payment for any Savings beyond the cap. If the absolute value of the Contractor's Losses for the TCOC Benchmark are greater than the cap, the Contractor's Shared Losses payment shall be calculated as if the absolute value of the Contractor's Losses were equal to the cap, and the Contractor shall make no additional Shared Losses payment for any Losses beyond the cap;

b. Risk Track 1 – Shared Accountability

If the Contractor selects Risk Track 1 – Shared Accountability, then subject to the provisions in **Section 4.3.B.2.a**, the Contractor's Shared Savings payment or Shared Losses payment, prior to modifying for the Contractor's Quality Score as described in **Section 4.3.C**, shall be as set forth in **Appendix I, Exhibit 4**.

c. Risk Track 2 – Full Accountability

If the Contractor selects Risk Track 2 – Full Accountability, then subject to the provisions in **Section 4.3.B.2.a**, the Contractor's Shared Savings payment or Shared Losses payment, prior to modifying for Contractor's Quality Score as described in **Section 4.3.C**, shall be as set forth in **Appendix I, Exhibit 4**.:

3. [Reserved]

4. [Reserved]

5. [Reserved]

6. EOHHS may modify the Risk Tracks by amending this Contract, and the Contractor agrees to negotiate in good faith with EOHHS for any modifications to these Risk Tracks proposed by EOHHS.

D. Quality Modifier and Payment

Prior to payment, EOHHS shall adjust the Shared Savings or Shared Losses payment based on the Contractor's Quality Score. EOHHS or the Contractor shall pay the resulting adjusted amount, as follows:

1. EOHHS shall calculate the Contractor's Quality Score as described in **Appendix B**. The Contractor's Quality Score shall be a number between zero (0) and one (1);

2. If the Contractor's Savings or the absolute value of the Contractor's Losses is greater than the Contractor's chosen threshold of the TCOC Benchmark, EOHHS adjust the amount of the Contractor's share of Savings or Losses based on the Contractor's Quality Score, as follows.

3. If the Contractor has Savings, EOHHS shall multiply the amount of the Contractor's share of such Savings by the Contractor's Quality Score. The resulting amount shall be the final amount of the Contractor's share of the Savings;

4. If the Contractor has Losses, eighty percent (80%) of the Contractor's share of such Losses shall not be impacted by the Contractor's Quality Score. EOHHS shall multiply

the remaining twenty percent (20%) of the Contractor's share of such Losses by an amount equal to one (1) minus the Contractor's Quality Score. Such product, plus the unmodified eighty percent (80%) of the Contractor's share of the Losses, shall equal the final amount of the Contractor's share of the Losses.

5. The Contractor shall pay EOHHS any Shared Losses payment, as adjusted for the Contractor's Quality Score as set forth in this Section, within thirty (30) days of receiving notification from EOHHS of the amount of the Contractor's Shared Losses payment.

E. TCOC Benchmark and TCOC Performance Calculations

1. EOHHS shall calculate the Contractor's TCOC for a given period as follows:

   a. TCOC shall be a risk-adjusted per-Enrollee, per month amount representing the costs of care for Contractor's Enrollees over such period, as described in this Section and further specified by EOHHS;

   b. TCOC shall include all paid claims and encounters with dates of service during such period, where the Member receiving the service was the Contractor's Enrollee on the date of service, except for services that are not TCOC Included Services. TCOC Included Services are listed in **Appendix A**, "Included Services in TCOC Calculation." EOHHS reserves the right to modify the list of included services by amending this Contract. Such modifications may include adding Long-Term Services and Supports as included services beginning on or around Contract Year 3, as described in **Section 6.6.C.3**;

   c. EOHHS shall base TCOC on the amounts paid for such claims and encounters, but shall incorporate certain adjustments to these amounts as further specified by EOHHS to account for effects including but not limited to the different fee schedules historically used by MassHealth and the MassHealth MCOs and price inflation for certain categories of service (e.g., pharmacy);

   d. Admission-level stop-loss: EOHHS shall exclude from TCOC an amount equal to 95 percent (95%) of allowed expenditures as further specified by EOHHS in excess of an attachment point per Enrollee hospital inpatient admission as determined by EOHHS; and

   e. EOHHS shall risk adjust TCOC as further specified by EOHHS using a generally accepted diagnosis grouper and statistically developed risk model. Such risk model may include adjustments for Enrollees' health-related social needs.

2. EOHHS shall calculate the Contractor's TCOC Benchmark each Contract Year as follows:

   a. EOHHS shall calculate the Contractor's Historic TCOC and the Contractor's Market-Rate TCOC as described in this Section;

b. EOHHS shall blend the Contractor's Historic TCOC and the Contractor's Market-Rate TCOC as further specified by EOHHS. EOHHS may increase each Contract Year the portion of the blend that is based on the Contractor's Market Rate TCOC, as further specified by EOHHS. The resulting amount shall be the Contractor's TCOC Benchmark;

c. EOHHS shall calculate the Contractor's Historic TCOC as follows:

1) EOHHS shall calculate the Contractor's TCOC during a baseline period, as further specified by EOHHS;

2) EOHHS shall adjust such TCOC to account for anticipated trend between the baseline period and the Contract Year, and to account for the anticipated impact of changes to the MassHealth program to ensure that the Contractor is not unfairly penalized or rewarded for such program changes, as further specified by EOHHS;

3) Such adjusted TCOC shall be the Contractor's Historic TCOC.

d. EOHHS shall calculate the Contractor's Market-Rate TCOC as follows:

1) The Market-Rate TCOC shall be a risk-adjusted per-Enrollee, per month amount representing the average anticipated cost for the Contractor's population of Enrollees based on the market benchmark of all ACO-Eligible Members, as described in this Section and further specified by EOHHS;

2) EOHHS shall calculate base rates for each EOHHS Rating Category based on the costs of care for all ACO-Eligible Members in each such Rating Category during a baseline period, as further specified by EOHHS, and using similar adjustments and exclusions as described in **Section 4.3.D** for TCOC calculations;

3) EOHHS shall risk adjust such base rates as further specified by EOHHS using a generally accepted diagnosis grouper and statistically developed risk model. Such risk model may include adjustments for Enrollees' health-related social needs;

4) EOHHS shall average these base rates across the Contractor's population of Enrollees based on the number of Enrollees the Contractor has in each Rating Category, as further specified by EOHHS;

5) The resulting amount shall be the Contractor's Market-Rate TCOC.

e. In calculating the Contractor's TCOC Benchmark, EOHHS shall initially exclude costs associated with newborn deliveries, as further specified by EOHHS. EOHHS shall instead develop a set per-delivery rate, and shall retrospectively add a supplemental maternity amount to the Contractor's TCOC

Benchmark. Such supplemental maternity amount shall be calculated by multiplying such per-delivery rate by the number of eligible deliveries the Contractor's Enrollees receive during the Contract Year. This adjustment is intended to protect the Contractor and EOHHS from unfair Shared Savings or Shared Losses payments due to variation in the number of deliveries;

f. EOHHS shall calculate the Contractor's preliminary TCOC Benchmark for a Contract Year no later than one month prior to the start of the Contract Year;

g. [Reserved]

h. EOHHS shall adjust the Contractor's TCOC Benchmark in accordance with **Section 4.3.A** above.

i. EOHHS may under certain circumstances make additional, retrospective adjustments to the Contractor's TCOC Benchmark, to ensure the TCOC Benchmark is appropriate and to ensure the Contractor is not unfairly penalized or rewarded, as further specified by EOHHS. Such adjustments may include but may not be limited to adjustments such as:

   1) Additional program changes not initially captured;

   2) Modifications to trend based on unforeseen events; and

   3) Adjustments to reflect updated accounting of the number of Enrollees in each rating category.

j. EOHHS may retrospectively add a supplemental specialized inpatient psychiatric services amount to the Contractor's TCOC Benchmark.

k. For Contract Year 2020, EOHHS may retrospectively add an amount related to rate increases for Inpatient Mental Health Services and Administratively Necessary Days to the Contractor's TCOC Benchmark.

3. EOHHS shall calculate the Contractor's TCOC Performance by calculating the Contractor's TCOC during the Contract Year.

Section 4.4 Loss of Program Authority

Effective January 1, 2021, as required by CMS, should any part of the scope of work under this contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. The state must adjust payment to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If the state paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal

authority ended, the payment for that work should be returned to the state. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority."

SECTION 5. DELIVERY SYSTEM REFORM INCENTIVE PROGRAM (DSRIP)

Section 5.1 Contractor Responsibilities and Reporting Requirements under DSRIP

A. DSRIP Participation Plan

The Contractor shall at all times during the Contract Term maintain an EOHHS-approved DSRIP Participation Plan in a form and format specified by EOHHS and as described in this Section.

1. The Contractor's Preliminary Participation Plan as approved by EOHHS shall satisfy this requirement until the start of Performance Year 1 or as otherwise defined by EOHHS;
2. The Contractor's DSRIP Plan shall be in a form and format specified by EOHHS and shall provide, at a minimum, the following information:

    a. The Contractor's 5-year business plan, including the Contractor's goals and identified challenges under this Contract;

    b. The providers and organizations (including but not limited to Affiliated Providers and entities delivering Flexible Services) with which the Contractor is partnering or plans to partner for the purposes of this Contract, including descriptions of how these partnerships will support the Contractor's planned activities and proposed investments under this Contract;

    c. A population and community needs assessment, including:

        1) The population of Enrollees the Contractor serves and the communities in which they live;

        2) The health and functional needs of such population and communities;

        3) How the Contractor's planned activities and proposed investments will promote the health and wellbeing of Enrollees;

        4) How the Contractor plans to engage Enrollees and their communities; and

        5) The community resources that currently exist for Enrollees, and how the Contractor is partnering or plans to partner with such resources for the purposes of this Contract;

    d. As further specified by EOHHS, the Contractor's planned Start-up and Ongoing investments and spending plan, including:

1) Specific investments or programs the Contractor will support with DSRIP funds. Such investments and programs may include but are not limited to:

   a) Care coordination or Care Management programs, including any programs to manage high-risk populations or other population health initiatives and including the Contractor's Transitional Care Management program as described in **Section 2.3.C.2**;

   b) Efforts to address Enrollees' health-related social needs, including expanding community linkages between the Contractor and providers, CPs, or other social service organizations, to address health-related social needs;

   c) Ensuring appropriate workforce capacity and professional development opportunities to meet increased expectations for care coordination, management, and integration;

   d) Investments in the Contractor's and Affiliated Providers' data and analytics capabilities;

   e) Programs to shift service volume or capital away from avoidable inpatient care towards outpatient, community based primary and preventative care, or from institutional towards community-based LTSS, including capital investments to downsize or re-purpose inpatient or institutional capacity, investments in expanding outpatient and community capacity, and costs associated with piloting new care delivery models, such as those involving alternate settings of care and the use of telehealth or home-based services;

   f) Investments in Culturally and Linguistic Appropriate Services, including hiring translators and providers fluent in Enrollees' preferred languages, or in medical and diagnostic equipment that is accessible to members with disabilities; and

   g) Other investments or programs identified and proposed by the Contractor that meet the other requirements of this Contract;

2) Estimates of the amount and structure (e.g., one –time vs. annual) of costs associated with each investment or program the Contractor identifies in its DSRIP Participation Plan;

3) Descriptions of how each such investment or program will support the Contractor's performance of the requirements of this Contract and EOHHS' goals of improving the quality and efficiency of Enrollees' care;

4) Specific goals, evaluation plans, measurable outcomes, and performance management strategies the Contractor will apply to each investment or program to demonstrate effectiveness and inform subsequent revisions;

5) A 5-year timeline of the Contractor's proposed investments and programs;

6) A description of the Contractor's plan to sustainably fund proposed investments and programs over the 5-year period as DSRIP funding levels decrease;

e. As further specified by EOHHS, the Contractor's planned Flexible Services programs and its spending plan, including:

1) Specific Flexible Services programs the Contractor will support with DSRIP funds. Such Flexible Services programs shall fall within EOHHS-approved categories of Flexible Services, as further specified by, and which may be updated from time to time by, EOHHS. As of January 1, 2020, such EOHHS-approved categories are:

a) Tenancy Preservation Supports; and

b) Nutrition Sustaining Supports;

2) A description of the Contractor's target populations for its Flexible Services program(s). The Contractor shall select target populations in accordance with **Appendix M**;

a) A description of how the Contractor will ensure its Flexible Services program(s) do not duplicate other Federal, State, or other publicly funded programs.

b) A description of the Contractor's Flexible Services program(s)' operating and governance model, including how the Contractor intends to work with Community Partners and social services organizations in the implementation of its Flexible Services programs;

c) The Contractor's Flexible Services program(s)' milestones and timelines; and.

3) Specific goals and evaluation plans for the Contractor's Flexible Services program(s), as further specified by EOHHS.

4) A description of how the Contractor plans to address potential disparities in access to Flexible Services, as further specified by EOHHS; and

5) A description of the Contractor's sustainability plan for its Flexible Services programs;

f. A description of how the Contractor will fulfill the following requirements of this Contract:

1) The Contractor's planned investments, value-based payment arrangements, and performance management for Participating PCPs, as described in **Sections 2.2.A.2 and 2.2.A.3**;

2) The Contractor's activities related to the Contractor's care delivery and Care Management responsibilities as described in **Section 2.3**, including:

   a) The Contractor's Wellness Initiatives and Disease Management programs, as described in **Section 2.3.A.10 and 2.3.A.11**;

   b) The Contractor's Care Needs Screening and the Contractor's activities to support Enrollees' access to appropriate care, as described in **Section 2.3.B**;

   c) The Contractor's Transitional Care Management program, as described in **Section 2.3.C.2**;

   d) The Contractor's Clinical Advice and Support Line, as described in **Section 2.3.C.3**;

   e) The Contractor's approach to Comprehensive Assessments and care planning, as described in **Section 2.3.D**;

   f) The Contractor's Care Management activities, as described in **Section 2.3.E**;

3) The Contractor's relationships with Affiliated Providers, entities delivering Flexible Services, state agencies, and other entities involved in the care of Enrollees;

4) The Contractor's relationships with CPs specifically, including how the Contractor and CPs coordinate care, resolve potential conflicts, and delineate responsibilities for care coordination and Care Management activities, as described in **Sections 2.3.F and 2.3.G**;

5) The Contractor's activities to ensure the Contractor's compliance with the contract management, reporting, and administrative requirements described in **Section 2.4**; and

6) The Contractor's activities pursuant to any other requirements of this Contract specified by EOHHS.

g. A plan to increase the Contractor's capabilities to share information among Providers involved in Enrollees' care. Such plan shall include, at a minimum:

   1) The Contractor's current event notification capabilities and procedures to ensure that the Contractor's Participating PCPs are aware of Enrollees' inpatient admissions and emergency department visits;

   2) The Contractor's self-assessed gaps in such capabilities and procedures, and how the Contractor plans to address such gaps;

3) A description of the Contractor's plans, if any, to increase the use of EHR technologies certified by the Office of the National Coordinator (ONC);

4) A description of how the Contractor plans to ensure the Contractor's Affiliated Providers consistently use the Mass HIway to send or receive legally and clinically appropriate patient clinical information and support transitions of care;

h. Attestations to ensure non-duplication of funding, including funding for Flexible Services.

3. The Contractor shall submit its DSRIP Participation Plan to EOHHS for approval within 30 calendar days of EOHHS request, or as further specified by EOHHS;

4. The Contractor shall update and resubmit its DSRIP Participation Plan to EOHHS for approval upon any significant anticipated changes in the Contractor's future activities or investments under its DSRIP Participation Plan as follows, or as otherwise requested by EOHHS:

a. For any significant anticipated changes in the Contractor's future activities or investments identified by the Contractor, the Contractor shall update and resubmit its DSRIP Participation Plan to EOHHS for approval, provided however that the Contractor may not request modification to its DSRIP Participation Plan within 75 calendar days of the end of the current Performance Year;

b. For any significant anticipated changes in the Contractor's future activities or investments identified by EOHHS, including, but not limited to, such changes related to the approved addition of new Participating PCPs pursuant to **Section 2.2.A.5**, the Contractor shall submit its modified DSRIP Participation Plan to EOHHS for approval within 30 calendar days of EOHHS' request, or as further specified by EOHHS; and

5. The Contractor's DSRIP Participation Plan shall be subject to review and approval by EOHHS. EOHHS may withhold the Contractor's DSRIP payment until EOHHS approves the Contractor's DSRIP Participation Plan.

B. Budgets and Budget Narratives

The Contractor shall submit Budgets and Budget Narratives to EOHHS as follows:

1. The Budget and Budget Narrative shall be in form and format specified by EOHHS;

2. The Contractor shall submit the Budget and Budget Narrative annually for each Performance Year, within 30 calendar days of EOHHS' request, or as further specified by EOHHS;

3. The Contractor shall update and resubmit its Budget and Budget Narrative to EOHHS for approval upon any significant anticipated changes in the Contractor's future activities or investments under its Budget and Budget Narrative as follows, or as otherwise requested by EOHHS:

    a. For any significant anticipated changes in the Contractor's future activities or investments identified by the Contractor, the Contractor shall update and resubmit its Budget and Budget Narrative to EOHHS for approval, provided however that the Contractor may not request modification to its Budget and Budget Narrative within 75 calendar days of the end of the current Performance Year;

    b. For any significant anticipated changes in the Contractor's future activities or investments identified by EOHHS, the Contractor shall submit its modified Budget and Budget Narrative to EOHHS for approval within 30 calendar days of EOHHS' request, or as further specified by EOHHS;

4. The Budget shall show how the Contractor proposes to spend DSRIP payments, including but not limited to funding for the Contractor's Flexible Services program(s), for the Performance Year, and the Budget Narrative shall describe how this spending will support the Contractor's DSRIP Participation Plan and the Contractor's activities under this Contract; and provided, however, the Contractor shall not include earned withheld DSRIP funding in the Budget and Budget Narrative.
5. EOHHS may withhold the Contractor's DSRIP payment until EOHHS approves the Contractor's Budget and Budget Narrative for that Performance Year.

C. Progress Reports

The Contractor shall submit Progress Reports to EOHHS as follows:

1. The Progress Reports shall be in form and format specified by EOHHS;
2. The Contractor shall submit the Progress Reports semiannually, or at another frequency specified by EOHHS;
3. The Progress Reports shall describe the Contractor's activities under the Contractor's DSRIP Participation Plan and under this Contract, including challenges, successes, and requested modifications to the Participation Plan and other information, as further specified by EOHHS;
4. If directed by EOHHS, the Progress Reports shall include a description and metrics on the Contractor's value-based payments for Participating PCPs as described in **Section 2.2.A.2**, including measures such as the percent of Participating PCPs operating under a value-based incentive, the size of the potential gain or loss for each Participating PCP under such an arrangement, the actual amount of performance-based gains or losses realized by such Participating PCPs, and the results of the Contractor's performance measurement and management strategy for Participating PCPs;

5. The Progress Reports shall contain updated financial accountings of the Contractor's spending of DSRIP payments, including Flexible Services payments;

6. As further specified by EOHHS, the Progress Reports shall contain numbers of Enrollees screened eligible for Flexible Services, and the number of Enrollees approved for Flexible Services that were referred to entities delivering Flexible Services

7. The Progress Reports shall be subject to modification and approval by EOHHS;

8. EOHHS may withhold the Contractor's DSRIP payment until EOHHS approves the Contractor's to-date Progress Reports; and

EOHHS may reduce the Contractor's future DSRIP payments or otherwise recoup payment from the Contractor if, upon review of the financial accountings contained in such Progress Reports, EOHHS determines that the Contractor has not spent all the Contractor's DSRIP payments in accordance with the Contractor's DSRIP Participation Plan or with the requirements of this Contract.

D. Reporting on Total Patient Service Revenue Payer Mix

The Contractor shall report to EOHHS on the Contractor's total patient service revenue payer mix, as described in **Section 5.2.A.3.b.1**, in form and format specified by EOHHS and as further directed by EOHHS, annually or at a frequency specified by EOHHS.

E. Reporting on Contractor's CPs

The Contractor shall report information to EOHHS, as requested and further specified by EOHHS, on the Contractor's CPs, including but not limited to the number of BH CP-Identified Enrollees assigned by Contractor to each of the Contractor's BH CPs for outreach and enrollment and the number of Enrollees receiving any care coordination support or Care Management activities in which an LTSS CP is involved.

F. Flexible Services Program Requirements

The Contractor shall implement its Flexible Services program as follows:

1. Flexible Services Screening and Flexible Services Plan

   a. The Contractor shall ensure that a Flexible Services screening and a Flexible Services plan are completed for each Enrollee receiving Flexible Services. Flexible Services screenings and plans must be conducted, documented in writing, agreed to by the Enrollee, and approved by the Contractor or its designee prior to the delivery of any Flexible Services. At least one meeting related to the Flexible Services screening or the development of the Flexible Services plan shall be conducted in person with the Enrollee.

   b. An Enrollee's Flexible Services screening shall be conducted using screening tools and methods approved by EOHHS and as further specified by EOHHS;

c. An Enrollee's Flexible Services plan shall describe Flexible Services specific to the Enrollee's needs, as identified by their Flexible Services screening;

d. A Flexible Services plan approved by the Enrollee and the Contractor or its designee is valid for up to 12 months from the date of approval by the Contractor or its designee;

e. As further specified by EOHHS, the Contractor shall establish and maintain a review process for Flexible Services plans, including standard review and expedited review; and

f. As further specified by EOHHS, the Contractor shall maintain Flexible Services screening, planning, and referral information for each Enrollee in a form and format specified by EOHHS, and provide EOHHS with such information upon request.

2. The Contractor shall ensure that, at a minimum, appropriate Flexible Services have been delivered to Enrollees with approved Flexible Services plans.

3. Contractor's CPs and Flexible Services

a. The Contractor shall have a point of contact for all social services organizations with which it has contracted to deliver Flexible Services or perform administrative functions, including CPs acting as social services organizations.

b. At a minimum, the Contractor shall inform a CP when the Contractor's Enrollees assigned to that CP receive Flexible Services, in a form and format specified by EOHHS.

c. If the Contractor engages with a CP in the ACO-CP Flexible Services Partnership Model,

1) The Contractor shall delegate certain responsibilities to the CP for the Contractor's Enrollees assigned to that CP as follows and as further specified by EOHHS:

a) Outreaching to an Enrollee regarding participation in the Contractor's Flexible Services program(s);

b) Verifying an Enrollee's eligibility to participate in the Contractor's Flexible Services program(s);

c) Developing an Enrollee's Flexible Services plan and notifying such Enrollee of the approval or denial of such plan; and

d) Navigating an Enrollee to the entity delivering the Flexible Services.

2) The Contractor may delegate certain responsibilities to the CP for the Contractor's Enrollees assigned to that CP, as follows and as further specified by EOHHS:

a) Identifying Enrollees that may be eligible for the Contractor's Flexible Services program(s); and

b) Approving an Enrollee's Flexible Services plan.

4. The Contractor shall pay social service organizations delivering Flexible Services within forty-five (45) calendar days of receiving an invoice, if paying retrospectively.

5. The Contractor shall ensure that all Flexible Services are provided by individuals who have education (e.g., Bachelor's degree, Associate's degree, certificate) in a human/social services field or a relevant field, or at least 1 year of relevant professional experience or training in the field of service; and have knowledge of principles, methods and procedures of such services, as further specified by EOHHS.

6. The Contractor shall ensure that entities delivering Flexible Services that also perform Flexible Services planning, verification, or screening for Flexible Services eligibility take appropriate steps to avoid conflicts of interest, as further specified by EOHHS.

7. The Contractor shall report to EOHHS on a quarterly basis describing the Contractor's Enrollees that have received Flexible Services in a form and format specified by EOHHS.

8. As further specified by EOHHS, the Contractor shall meet Flexible Services preparation period requirements prior to launching each individual Flexible Services program.

G. Requirements for Spending Contractor's DSRIP Payments

The Contractor shall ensure and demonstrate to EOHHS' satisfaction that the Contractor's DSRIP payments are spent as follows:

1. The Contractor shall spend DSRIP payments in accordance with Contractor's EOHHS-approved DSRIP Participation Plan, Progress Reports, Budgets, and Budget Narratives;

2. The Contractor shall pay each Participating Safety Net Hospital the full amount of DSTI Glide Path Payments the Contractor receives for such Participating Safety Net Hospital;

3. The Contractor shall spend an amount of its Start-up and Ongoing DSRIP not less than the amount specified by EOHHS on investments in Participating PCPs, as described in **Section 2.2.A.3** and as approved and further directed by EOHHS; and

4. The Contractor shall ensure that any spending from the Contractor's Flexible Services Allotment as described in **Section 5.2.C** is not duplicative of funding available through other publicly available programs.

Section 5.2 Payments under DSRIP

Subject to other terms and conditions of the Contract, including but not limited to EOHHS' receipt of

all necessary federal and state approvals, EOHHS shall pay the Contractor three streams of DSRIP funding (Startup and Ongoing DSRIP payments, DSTI Glide Path DSRIP payments, and Flexible Services DSRIP payments), as follows:

A. Contractor Startup and Ongoing DSRIP Payments

EOHHS shall pay the Contractor Startup and Ongoing DSRIP payments as follows:

1. EOHHS shall specify an amount of each Performance Year's Startup and Ongoing DSRIP payments that the Contractor must spend on primary care investment and value-based payment as described in **Section 2.2.A.3**;
2. Each Performance Year, EOHHS shall pay the Contractor an amount of Startup and Ongoing DSRIP payment, as follows:

    a. Each Performance Year's total Startup and Ongoing DSRIP payment shall equal the Contractor's per-Enrollee amount calculated by EOHHS as described in **Section 5.2.A.3** and as further specified by EOHHS, multiplied by the Contractor's number of Enrollees calculated by EOHHS as described in **Section 5.2.A.5**, and as further specified by EOHHS;

    b. EOHHS shall make such payments each Performance Year in four equal quarterly installments (two equal quarterly installments in Performance Year 0), or at another frequency and in other divisions specified by EOHHS;

    c. A portion of this total payment shall be withheld (and quarterly payments reduced accordingly) until the following Performance Year or until a time specified by EOHHS, as follows:

        1) The withheld amount shall be a percentage of the Contractor's remaining Startup and Ongoing DSRIP that is not specified for spending on primary care investment as described in **Section 5.1.F.3**. The percentages shall be as follows:

            a) 0% in Performance Year 0;

            b) 5% in Performance Year 1;

            c) 15% in Performance Year 2;

            d) 30% in Performance Year 3;

            e) 40% in Performance Year 4; and

            f) 50% in Performance Year 5.

        2) EOHHS shall multiply the withheld amount by the Contractor's DSRIP Accountability Score each Performance Year, and pay the resulting amount by the end of the following Performance Year, or at a time specified by EOHHS.

3. EOHHS shall calculate the per-Enrollee amount of such payments every Performance Year as follows:

    a. EOHHS shall determine a base rate for each Performance Year that is applicable to all Enrollees;

    b. EOHHS shall increase that base rate as follows:

        1) Except for in Performance Year 0, for all Enrollees, EOHHS shall further increase this amount based on the Contractor's Risk Track as follows:

            a) If the Contractor is in Risk Track 1 – Shared Accountability, EOHHS shall further increase the base rate by another 30% of the base rate; or

            b) If the Contractor is in Risk Track 2 – Full Accountability, EOHHS shall further increase the base rate by another 40% of the base rate;

        2) Except for in Performance Years 0 and 1, for Enrollees attributed to a health center, as designated by EOHHS, EOHHS shall increase the amount in **Section 5.2.A.3.b.1** by 40% of the base rate;

        3) For Enrollees not attributed to a health center, as designated by EOHHS, EOHHS shall increase the amount in **Section 5.2.A.3.b.1** based on the Contractor's safety net category as follows:

            a) EOHHS shall calculate the Contractor's payer revenue mix based on the percent of the Contractor's patient service revenue that is generated from caring for Medicaid, Children's Health Insurance Program (CHIP) or uninsured patients, as further specified by EOHHS;

            b) EOHHS shall categorize the Contractor into one of five safety net categories based on the Contractor's calculated payer revenue mix, as further specified by EOHHS;

            c) EOHHS shall increase the amount in **Section 5.2.A.3.b.1** by a percentage based on the Contractor's safety net category as follows:

                (i) Category 5: increased by 40% of the base rate;

                (ii) Category 4: increased by 30% of the base rate;

                (iii) Category 3: increased by 20% of the base rate;

                (iv) Category 2: increased by 10% of the base rate; or

                (v) Category 1: not increased.

4. The resulting base rate shall be as follows:

a. For Enrollees attributed to a health center, as designated by EOHHS, after applying any increases from **Section 5.2.A.3.b.1** and **Section 5.2.A.3.b.2**, the resulting base rate shall be the Contractor's per-Enrollee rate for such Enrollees for Startup and Ongoing DSRIP payments for the Performance Year;

b. For Enrollees not attributed to a health center, as designated by EOHHS, after applying any increases from **Section 5.2.A.3.b.1** and **Section 5.2.A.3.b.3**, the resulting base rate shall be the Contractor's per-Enrollee rate for such Enrollees for Startup and Ongoing DSRIP payments for the Performance Year;

5. EOHHS shall calculate the number of Enrollees to use in determining each DSRIP payment, including the number of Enrollees attributed to a health center, based on a schedule determined by EOHHS, as further specified by EOHHS;

6. If the Contract ends in the middle of a Performance Year, EOHHS will not provide new Startup and Ongoing DSRIP payments to the Contractor for that Performance Year.

B. Contractor DSTI Glide Path DSRIP Payments

EOHHS shall pay the Contractor DSTI Glide Path DSRIP payments in accordance with this Section. EOHHS shall only make such payment if the Contractor has a Participating Safety Net Hospital:

1. EOHHS shall establish an amount of funding for each Participating Safety Net Hospital for each Performance Year, as further specified by EOHHS;

2. If the Contractor has at least one Participating Safety Net Hospital, the Contractor's total DSTI Glide Path DSRIP payment for the Performance Year shall be equal to the sum of such funding amounts for the Contractor's Participating Safety Net Hospitals for the Performance Year;

3. EOHHS shall make such payments each Performance Year in four equal quarterly installments (two equal quarterly installments in Performance Year 0), or at another frequency and in other divisions specified by EOHHS;

4. A percentage of this total payment shall be withheld (and quarterly payments reduced accordingly) until the following Performance Year, as follows:

a. The withheld amount shall be:

1) 0% in Performance Year 0;

2) 5% in Performance Year 1;

3) 5% in Performance Year 2;

4) 10% in Performance Year 3;

5) 15% in Performance Year 4; and

6) 20% in Performance Year 5.

b. EOHHS shall multiply the withheld amount by the Contractor's DSRIP Accountability Score each Performance Year, and pay the resulting amount by the end of the following Performance Year, or at a time specified by EOHHS.

5. If the Contract ends in the middle of a Performance Year, EOHHS will not provide DSTI Glide Path funding to the Contractor in that Performance Year unless the Participating Safety Net Hospital(s) receiving the DSTI Glide Path funding becomes a Participating Safety Net Hospital with a different ACO in the MassHealth ACO program in that Performance Year;

a. If the Contractor's Participating Safety Net Hospital becomes a Participating Safety Net Hospital with a different ACO in the MassHealth ACO program in that Performance Year, then EOHHS will pay the Contractor half of the DSTI Glide Path funding for that Performance Year;

b. EOHHS shall multiply the withheld amount of half of the DSTI Glide Path funding for that Performance Year by the Contractor's DSRIP Accountability Score, and pay the resulting amount by the end of the following Performance Year, or at a time specified by EOHHS;

c. If the Contractor adds a Participating Safety Net Hospital(s) that previously was a Participating Safety Net Hospital with an ACO in the MassHealth ACO program whose contract with EOHHS ended in the middle of a Performance Year, then EOHHS will pay the Contractor half of the DSTI Glide Path funding associated with that Participating Safety Net Hospital for that Performance Year.

6. EOHHS shall multiply the withheld amount of half of the DSTI Glide Path funding for that Performance Year by the Contractor's DSRIP Accountability Score, and pay the resulting amount by the end of the following Performance Year, or at a time specified by EOHHS;

C. Flexible Services DSRIP Payments

After January 1, 2020, or another date specified by EOHHS, EOHHS shall pay the Contractor Flexible Services DSRIP payments as follows:

1. EOHHS shall determine a per-Enrollee Flexible Services Allotment for each Performance Year;
2. EOHHS shall calculate the number of Enrollees to use in determining the Contractor's total Flexible Services Allotment each Performance Year based on a schedule determined by EOHHS, as further specified by EOHHS; and
3. EOHHS shall make such payments each Performance Year in four equal quarterly installments, or at another frequency and in other divisions specified by EOHHS. Installment amounts will depend on the Contractor's approved Flexible Services

programs. Flexible Services payments must be used for services that meet the following requirements, in EOHHS' sole determination:

a. Fall into an EOHHS-approved category of Flexible Services as described in Section 5.1.A.2.e.1.

b. Are health-related;

c. Are not otherwise covered benefits under the MassHealth state plan or 1115 Demonstration Waiver, or other publicly-funded programs, including Home and Community-Based Waiver programs;

d. Are provided to Flexible Services eligible Enrollees, as described in **Appendix M**;

e. Are consistent with and documented in the Enrollee's Flexible Service plan;

f. Are determined to be informed by evidence that the service may reduce total cost of care and either improve health outcomes, or prevent worsening of health outcomes in EOHHS' sole determination; and

g. Meet any additional requirements specified by EOHHS.

4. If the Contract ends in the middle of a Performance Year, EOHHS will not provide new Flexible Services DSRIP payments to the Contractor for that Performance Year.

D. DSRIP Accountability Score

EOHHS shall calculate the Contractor's DSRIP Accountability Score based on the Contractor's performance on TCOC and Quality, as described in **Appendix B** and as further specified by EOHHS.

E. DSRIP Remediation Plan

If the Contractor does not earn a 100% DSRIP Accountability Score, EOHHS may provide the Contractor an opportunity to submit a DSRIP Performance Remediation Plan. Such DSRIP Performance Remediation Plan is subject to EOHHS approval. Subject to EOHHS' determination of the Contractor's satisfactory performance under the EOHHS-approved DSRIP Performance Remediation Plan, the Contractor may earn a portion of its unearned withheld funds;

F. Conditions

All DSRIP payments are subject to federal approval and availability of funds. EOHHS reserves the right to reduce the amount of DSRIP payments or to recoup DSRIP payments if available funds are reduced including but not limited to if federal authority for the DSRIP program is reduced according to the terms of the DSRIP program's State Accountability Protocols.

G. Defer DSRIP Payment

EOHHS may defer making a Performance Year's DSRIP payments by up to one year from the end of such Performance Year, as further specified by EOHHS, including but not limited to due to the availability of funds.

H. Early Termination

Subject to all necessary federal approvals, if the Contract is terminated prior to the end of the Contract Term, the Contractor shall pay to EOHHS a percentage of the DSRIP payments in accordance with this section.

1. As further specified by EOHHS, if EOHHS terminates the Contract prior to the end of the Contract Term for any reason, EOHHS may require the Contractor to promptly pay to EOHHS an amount of zero percent (0%) to fifty percent (50%) of the total of all Startup and Ongoing and DSTI Glide Path DSRIP payments that the Contractor has received through the effective date of the Contract's termination.
2. As further specified by EOHHS, the Contractor shall promptly pay to EOHHS the percentage specified below of all Startup and Ongoing and DSTI Glide Path DSRIP payments that the Contractor has received through the effective date of the Contract's termination as follows:

    a. If the Contractor terminates the Contract pursuant to **Section 6.24.B.5.a**:

        1) And the Contract termination is effective at the end of Contract Year 2, the Contractor shall pay to EOHHS 75% of such received DSRIP payments described above;

        2) And the Contract termination is effective at the end of Contract Year 3, the Contractor shall pay to EOHHS 75% of such received DSRIP payments described above;

        3) And the Contract termination effective in the middle of or at the end of Contract Year 4, the Contractor shall pay to EOHHS 50% of such received DSRIP payments described above.

        4) And the Contract termination effective in the middle of Contract Year 5, the Contractor shall pay to EOHHS 50% of such received DSRIP payments described above.

    b. If the Contractor terminates the Contract pursuant to **Section 6.24.B.5.b**:

        1) And the Contract termination is effective at the end of Contract Year 2, the Contractor shall pay to EOHHS 40% of such received DSRIP payments described above;

2) And the Contract termination is effective in the middle of or at the end of Contract Year 4, the Contractor shall pay to EOHHS 25% of such received DSRIP payments described above.

3) And the Contract termination is effective in the middle of Contract Year 5, the Contractor shall pay to EOHHS 25% of such received DSRIP payments described above.

3. The Contractor is not required to pay to EOHHS any DSRIP payments if the Contractor terminates the Contract pursuant to **Section 6.24.B.4** or **Section 6.24.B.6**.

4. If a subset of the Contractor's Participating PCPs become PCPs in another ACO in the MassHealth ACO program, then the amount of DSRIP payments the Contractor shall pay to EOHHS will be reduced by the percentage of the Contractor's Enrollees attributed to such Participating PCPs, as determined by EOHHS.

5. If the Contract is terminated prior to the end of the Contract Term for any reason:

   a. With respect to the Contractor's unspent DSRIP payments:

      1) The Contractor shall return to EOHHS all unspent Startup and Ongoing DSRIP Payments, as described in **Section 5.2.A**, and Flexible Services DSRIP Payments, as described in **Section 5.2.C,** rolled over from a previous Performance Year; and

      2) The Contractor may use any such unspent DSRIP payments to meet its obligations under this **Section 5.2.H** and **Sections 6.24.A and B**; and

   b. The Contractor shall not receive unallocated Flexible Services DSRIP Payments.

I. Other

The Parties shall execute a separate DSRIP payment agreement in a form and format specified by EOHHS and shall comply with all provisions in this **Section 5** and such agreement.

Section 5.3 Technical Assistance and Additional Supports

EOHHS may provide additional supports to the Contractor with accessing technical assistance for DSRIP-related activities as follows.

A. Technical Assistance

Such technical assistance may include but not be limited to areas such as:

1. Population health management;
2. Financial accountability and risk management;
3. Identifying and evaluating return on investment for care management programs and strategies;

4. Electronic Health Records (EHR) and IT, including infrastructure, support, and training;
5. Member engagement;
6. Clinical quality; and
7. Other areas identified by the Contractor or EOHHS.

B. EOHHS Support

EOHHS support may include but not be limited to activities such as:

1. Establishing an approved vendor list to provide technical assistance; and
2. Arranging discounted rates on technical assistance from such vendors.

EOHHS may establish additional requirements, including but not limited to reporting requirements, for the Contractor and make such support conditional on such requirements.

SECTION 6. ADDITIONAL CONTRACT TERMS AND CONDITIONS

Section 6.1 Contract Term

The Contract shall be effective upon execution and end on December 31, 2022; provided however, that EOHHS may extend the Contract in any increments up to June 30, 2028 at the sole discretion of EOHHS, upon terms agreed to by the parties. EOHHS reserves the right to further extend the Contract for any reasonable increment it determines necessary to complete a subsequent procurement. Extension of the Contract is subject to future legislative appropriations, continued legislative authorization, EOHHS' determination of satisfactory performance, and mutual agreement on terms by both parties.

Section 6.2 [Reserved]

Section 6.3 Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting it, or its performance of its responsibilities under this Contract, but if a change in business structure is voluntary, the Contractor shall provide a minimum of three months' notice to EOHHS.

Section 6.4 Assignment

The Contractor shall not assign or transfer any right, interest, or obligation under this Contract to any successor entity or other entity without the prior written consent of EOHHS.

Section 6.5 Independent Contractor

The Contractor, its employees, and any other of its agents in the performance of this Contract, shall act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

Section 6.6 Program Modifications and New Initiatives

A. EOHHS shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of EOHHS, the goals of the project have been modified or altered in a way that necessitates such changes. In the event that the scope of work or portion thereof must be changed, EOHHS shall provide written notice of such action to the Contractor and the parties shall negotiate in good faith to implement any such changes proposed by EOHHS.

B. EOHHS additionally reserves the right, at its sole discretion, to amend the Contract to implement state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes affecting EOHHS or the Contract.

C. Notwithstanding the generality of the foregoing, EOHHS reserves the right to amend the Contract to implement new initiatives or to modify initiatives related to:

1. New EOHHS programs or information technology systems, including but not limited to managed care programs and enrollment policies, accountable care organization and other payment reform initiatives;
2. Expansion of, or changes to, existing EOHHS programs, covered benefits, services, or information technology systems, including but not limited to programs related to managed care programs and enrollment policies, accountable care organizations and other payment reform initiatives, and Emergency Service Programs;
3. Adding Long-Term Services and Supports as TCOC Included Services beginning on around Contract Year 3.

    a. Such services and supports may include services such as the following:

        1) Inpatient Chronic Disease & Rehab Hospitals (post-100 days of service);

        2) Outpatient Chronic Disease & Rehab Hospitals (post-100 days of service);

        3) Nursing Facilities (post-100 days of service);

        4) Adult Day Health;

        5) Adult Foster Care;

        6) Group Adult Foster Care;

        7) Day Habilitation;

        8) Continuous skilled nursing; and

        9) Personal Care Attendant (to include Transitional Living Program).

    b. The Contractor may also be required to perform activities associated with the provision of such services, such as:

        1) Readiness activities prior to Contract Year 3, including but not limited to a showing of policies and protocols sufficient to meet the assessment, care coordination, and care management needs of Enrollees in need of LTSS, including partnerships with LTSS CPs as described in **Section 2.3.G**;

        2) Readiness to submit LTSS-related reports;

        3) Financial readiness to take on LTSS responsibility; and

        4) Additional responsibilities related to assessment and care planning, and integrated care management.

4. Adding expanded substance use disorder services as TCOC Included Services, which may include but may not be limited to Transitional Support Services and Residential Rehabilitation Services, as directed by EOHHS.

5. Adding requirements related to supporting access, coordination, and continuity of behavioral health care, such as those described in **Section 2.4.C.4.h**;

6. Requiring the Contractor to enhance its policies and procedures for promoting information sharing, certified electronic health record (EHR) systems, and Mass HIway connections, including requiring all Participating PCPs to subscribe to a statewide Event Notification Service once it has been developed by EOHHS;

7. Implementation of other initiatives in EOHHS' discretion consistent with Delivery System Reform efforts or other MassHealth policy or goals;

8. Other programs as specified by EOHHS; and

9. Programs or information technology systems resulting from state or federal legislation, including but not limited to the Patient Protection and Affordable Care Act (ACA) of 2010, and regulations, initiatives, or judicial decisions that may affect in whole or in part EOHHS or the Contract.

D. The parties shall negotiate in good faith to implement any such initiatives proposed by EOHHS. The Contractor's responsibilities are subject to change due to implementation of such initiatives. EOHHS reserves the right to modify the Contract due to program modifications. In addition, the Contractor may request an opportunity to enter into negotiations with EOHHS over amendments to the Contract related to new initiatives or modified initiatives as described in this Section. EOHHS may grant such a request in its sole discretion.

E. Any changes under this Section shall be subject to appropriate approvals.

Section 6.7 Intellectual Property

A. Definitions

With respect to intellectual property rights described in this **Section 6.7**, the following terms have the following meaning:

1. Contractor Property means all intellectual property developed by Contractor, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such intellectual property.

2. EOHHS Property means all intellectual property developed by or for EOHHS that is not Contractor Property, including all copyright, patent, trade secret, trademark and other intellectual property rights created by or for EOHHS (including the work product of EOHHS subcontractors and vendors) related to the creation, management or implementation of EOHHS' ACO program. For the sake of clarity, it is understood and agreed by EOHHS and Contractor that the work product of EOHHS subcontractors and vendors does not include Contractor's work product.

B. Contractor Property

1. The Contractor will retain all right, title and interest in and to all Contractor Property. EOHHS acknowledges that its possession or use of Contractor Property will not transfer to it any title to such intellectual property.

2. The Contractor shall have all the rights, incidents and obligations of ownership with respect to the Contractor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

3. Nothing in this **Section 6.7** shall limit the Contractor's obligations set forth in this Contract, including but not limited to the obligations set forth in **Section 2**.

4. Nothing in this Contract shall be construed as a waiver by EOHHS of any rights and obligations under Federal Regulations, including, but not limited to, 45 CFR Section 75.322.

C. EOHHS Property and Data

1. EOHHS will retain all right, title and interest in and to all EOHHS Property. The Contractor acknowledges that its possession or use of EOHHS Property will not transfer to it any title to such intellectual property.

2. EOHHS shall have all the rights, incidents and obligations of ownership with respect to EOHHS Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

3. The Contractor shall not disseminate, reproduce, display or publish any EOHHS Property except in accordance with the terms and pursuant to its obligations under this Contract without the prior written consent of EOHHS.

4. All data acquired by the Contractor from EOHHS or from others on behalf of EOHHS in the performance of this Contract (including personal data, if any) remain the property of EOHHS. The Contractor agrees to provide EOHHS free and full access at all reasonable times to all such data, regardless of whether the data is stored by the Contractor or, where applicable, its subcontractors.

5. The Contractor shall not use EOHHS-owned data, materials and documents, before or after termination or expiration of this Contract, except as required for the performance of the services hereunder.

6. The Contractor shall return to EOHHS promptly, but in any event no later than one week after EOHHS's request, EOHHS-owned or Commonwealth-owned data, and EOHHS Property. If such return is not feasible, the Contractor shall, at EOHHS's direction, destroy all EOHHS- or Commonwealth-owned data and/or EOHHS Property.

Section 6.8 No Third-Party Enforcement

This Contract shall be enforceable only by the parties, or officers or agencies of the Commonwealth authorized to act on behalf of EOHHS or its successors. Nothing in this Contract shall be deemed to confer benefits or rights to any other parties.

Section 6.9 Effect of Invalidity of Clauses

If any clause or provision of this Contract is in conflict with any state or federal law or regulation, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.

Section 6.10 Authorizations

This Contract is subject to all necessary federal and state approvals.

Section 6.11 Prohibited Activities and Conflict of Interest

The Contractor certifies and agrees that it, its employees, affiliates, subcontractors, consultants, and those who have a contract with the Contractor shall:

A. Not have any interest that conflicts with the performance of services under the Contract for the duration of the Contract, as determined by EOHHS. The Contractor shall inform EOHHS of any potential conflict of interest, in any degree, arising during the term of this Contract.

B. Not have been debarred by any federal agency, excluded from participation in a program under Titles XVIII, XIX, or XXI of the Social Security Act, or subjected to a civil money penalty under the Social Security Act.

C. In accordance with 42 USC § 1396u-2(d)(1) and 42 CFR 438.610, the Contractor shall not knowingly have an employment, consulting, provider, subcontractor or other agreement for the provision of items and services that are significant and material to the Contractor's obligations under this Contract with any person, or affiliate of such person, who is debarred, suspended or otherwise excluded from certain procurement and non-procurement activities, under federal or state law, regulation, executive order, or guidelines. Further, no such person may have beneficial ownership of more than five percent of the Contractor's equity nor be permitted to serve as a director, officer or partner of the Contractor. The Contractor shall provide written disclosure to EOHHS of any such prohibited affiliations identified by the Contractor.

D. The Contractor shall be excluded from participating in MassHealth if it meets any of the conditions set forth in 42 CFR 438.808(b).

Section 6.12 Compliance with Laws

A. The Contractor shall comply with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority relating to the performance of this Contract as they become effective, including, for the avoidance of doubt, applicable laws relating to the privacy or security including but not limited to those identified by EOHHS, as well as applicable antitrust laws and regulations, federal and state laws and regulations designed to prevent fraud, waste, and abuse, including but not limited to applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et seq) and the anti-kickback statute (42 U.S.C. s. 1320a-7b(b)) and M.G.L. ch. 118E s.41, federal and state laws pertaining

to Member rights, Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part80, the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91, the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Titles II and III of the American with Disabilities Act, and section 1557 of the Patient Protection and Affordable Care Act. EOHHS may unilaterally amend this agreement in order to ensure compliance with such laws and regulations; and, as applicable, the CMS Interoperability and Patient Access Final Rule (CMS-9115-F).

B. The Contractor shall promptly execute and comply with any amendment to this Contract that EOHHS determines is necessary to ensure compliance with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority. EOHHS may terminate this Contract immediately upon written notice in the event the Contractor fails to agree to any such amendment.

Section 6.13 Amendments

The parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory, or waiver provisions, provided such amendment is in writing, signed by both parties, and attached hereto. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

EOHHS and the Contractor mutually acknowledge that unforeseen policy, operational, methodological, or other issues may arise throughout the course of this Contract. Accordingly, EOHHS and Contractor agree to work together in good faith to address any such circumstances and resolve them, and if necessary will enter into amendments to this Contract on mutually agreeable terms.

Notwithstanding the forgoing, the Contractor shall promptly execute and comply with any amendment to this Contract, including to **Section 7** or **Appendix N**, that EOHHS determines is necessary to ensure compliance with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, or other governmental authority pertaining to the privacy or security of PI, including any Applicable Law. Such requisite amendment may cover all activities and PI collected under the original Contract. The Contractor's failure to amend this Agreement in accordance with the foregoing sentence shall be considered a breach of a material provision for purposes of **Section 7** or **Appendix N**. The Parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein.

Section 6.14 Counterparts

This Contract may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

Section 6.15 Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

Section 6.16 Waiver

EOHHS' exercise or non-exercise of any authority under this Contract, including, but not limited to,

review and approval of materials submitted in relation to the Contract or of privacy or security practices, shall not relieve the Contractor of any obligations set forth herein, nor be construed as a waiver of any of the Contractor's obligations or as acceptance by EOHHS of any unsatisfactory practices or breaches by the Contractor.

Section 6.17 Record Keeping, Quality Review, Audit, and Inspection of Records

A. The Contractor shall maintain all books, records and other compilations of data pertaining to the performance of the provisions and requirements of the Contract, as determined by EOHHS, to the extent and in such detail as shall properly substantiate claims for payment under the Contract and in accordance with the requirements in Section 7 of the Commonwealth Terms and Conditions. Specifically, the Contractor shall:

1. Maintain all pertinent records in a cost-effective and easily retrievable format.
2. Maintain an off-site storage facility for EOHHS-specified records that is outside of the disaster range of the Contractor's principal place of business and the meets recognized industry standards for physical and environmental security.
3. Take all reasonable and necessary steps to protect the physical security of personal data or other data and materials used by the Contractor. The protection of physical security shall mean prevention of unauthorized access, dissemination, misuse, reproduction, removal or damage to data or materials used by or in the possession of the Contractor.
4. Immediately notify EOHHS both orally and in writing if the Contractor has any reason to believe that any data applicable to the Contract have been improperly accessed, disseminated, misused, copied or removed.

B. EOHHS, the Governor, the Secretary of Administration and Finance, the Comptroller, the State Auditor, the Attorney General, or any of their duly authorized representatives or designees, or any other state or federal oversight agency shall the have the right at reasonable times and upon reasonable notice to:

1. Examine and copy books, records, and other compilations of data pertaining the performance of this Contract;
2. Evaluate through inspection or other means the quality, appropriateness, and timeliness of the Contractor's performance under the Contract; and
3. Inspect and audit the financial records of the Contractor and its subcontractors related to the performance of this Contract.

C. Pursuant to 42 CFR 438.3(h), EOHHS, other representatives from the Commonwealth of Massachusetts, CMS, the Office of the Inspector General, the Comptroller General, and their designees, may, at any time, inspect and audit any records or documents of the Contractor or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where activities or work related to this Contract is conducted. The right to audit under this section exists for 10 years from the last day of this Contract or from the date of completion of any audit, whichever is later. The Contractor shall maintain all records and documents relating to activities or work under this Contract for a period of no less than 10 years.

For the avoidance of doubt, nothing in this **Section 6.17** shall limit the right of access set forth in **Section 7** of this Contract.

Section 6.18 Material Subcontracts/Subcontractors

A. Prior to Contracting with a Material Subcontractor

1. Prior to contracting with a Material Subcontractor, the Contractor shall evaluate the prospective Material Subcontractor's ability to perform the activities to be subcontracted.
2. All Material Subcontracts must 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 using the template provided by EOHHS and attached hereto as **Appendix K**, as may be modified by EOHHS from time-to-time, at least 60 days prior to the date the Contractor expects to execute the Material Subcontract. Among other things required in the checklist, the Contractor must describe the process for selecting the Material Subcontractor, including the selection criteria used.
3. The Contractor shall provide EOHHS with any additional information requested by EOHHS in addition to the information required in the checklist.

B. Material Subcontract

The Material Subcontract shall:

1. Be a written agreement;
2. Specify, and require compliance with, all applicable requirements of this Contract and the activities and reporting responsibilities the Material Subcontractor is obligated to provide;
3. Provide for imposing sanctions, including contract termination, if the Material Subcontractor's performance is inadequate;
4. Require the Material Subcontractor to comply with all applicable Medicaid laws, regulations, and applicable subregulatory guidance; and
5. Comply with the audit and inspection requirements set forth in 42 CFR 438.230(c)(3), such that the Material Subcontract requires the Material Subcontractor to agree as follows. See also **Section 6.17**:

    a. The State, CMS, HHS Inspector General, the Comptroller General, or their designees, have the right to audit, evaluate, and inspect any records or systems that pertain to any activities performed or amounts payable under this Contract. This right exists through 10 years from the final date of the contract or from the date of completion of any audit, whichever is later; provided, however that if any of the entities above determine that there is a reasonable possibility of fraud or similar risk, they may audit, evaluate, and inspect at any time; and

b. The Material Subcontractor will make its premises, facilities, equipment, records, and systems available for the purposes of any audit, evaluation, or inspection described immediately above.

C. Monitoring and Reporting on Material Subcontractors

1. The Contractor shall monitor any Material Subcontractor's performance on an ongoing basis and perform a formal review annually. If any deficiencies or areas for improvement are identified, the Contractor shall require the Material Subcontractor to take corrective action. Upon request, the Contractor shall provide EOHHS with a copy of the annual review and any corrective action plans developed as a result.

2. Upon notifying any Material Subcontractor, or being notified by such Material Subcontractor, of the intention to terminate such subcontract, the Contractor shall notify EOHHS in writing no later than the same day as such notification, and shall otherwise support any necessary member transition or related activities as described in this Contract.

3. As further specified by EOHHS, the Contractor shall submit to EOHHS an annual list of all Material Subcontractors. Such annual report shall include notification if any of its Material Subcontractors are a business enterprise (for-profit) or non-profit organization certified by the Commonwealth's Supplier Diversity Office. The Contractor shall submit ad hoc reports, as frequently as necessary or as directed by EOHHS, with any changes to the above-mentioned list and report.

4. The Contractor shall make best efforts to ensure that all Material Subcontracts stipulate that Massachusetts general law or Massachusetts regulation will prevail if there is a conflict between the state law or state regulation where the Material Subcontractor is based.

5. Notwithstanding any relationship the Contractor may have with a subcontractor, including Material subcontractors, the Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of this Contract; and

6. The Contractor shall remain fully responsible for meeting all of the terms and requirements (including all applicable state and federal regulations) of the Contract regardless of whether the Contractor subcontracts for performance of any Contract responsibility. No subcontract will operate to relieve the Contractor of its legal responsibilities under the Contract.

Section 6.19 Entire Agreement

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof including all Attachments and Appendices hereto, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein. The terms of this Contract shall prevail notwithstanding any variances with the terms and conditions of any written or verbal communication subsequently occurring, except as otherwise provided herein.

Section 6.20 Responsibility of the Contractor

The Contractor is responsible for the professional quality, technical accuracy, and timely completion and delivery of all services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services.

Section 6.21 Administrative Procedures Not Covered

Administrative procedures not provided for in this Contract will be set forth where necessary in separate memoranda from time to time.

Section 6.22 Intermediate Sanctions

A. Events

In addition to Termination under **Section 6.24**, EOHHS may, in its sole discretion, impose any or all of the sanctions in **Section 6.22.B** upon any of the events below; provided, however, that EOHHS shall only impose those sanctions it determines to be reasonable and appropriate for the specific violation(s) identified. Sanctions may be imposed in accordance with this Section if the Contractor:

1. Discriminates among Enrollees on the basis of health status or need for health care services, including termination of enrollment or refusal to reenroll an Enrollee, except as permitted under **Section 2.8.G.4**, or any practice that would reasonably be expected to discourage enrollment by Enrollees whose medical condition or history indicates probable need for substantial future medical services;
2. Imposes co-payments, premiums or other charges on Enrollees in excess of any permitted under this Contract:
3. Misrepresents or falsifies information provided to CMS or EOHHS;
4. Misrepresents or falsifies information provided to Enrollees, Members, or Providers;
5. Fails to comply with requirements regarding physician incentive plans;
6. Fails to comply with applicable federal or state statutory or regulatory requirements related to this Contract;
7. Violates restrictions or other requirements regarding Marketing;
8. Fails to comply with any corrective action plan required by EOHHS;
9. Fails to comply with financial solvency requirements as set forth in **Section 2.1.C**;
10. Fails to comply with any other requirements of sections 1903(m) or 1932 of the Social Security Act, and any implementing regulations;
11. Fails to comply with the False Claims provision of the Deficit Reduction Act of 2005;
12. Submits contract management reports or Care Management reports, that are either late or missing a significant amount of information or data;

13. Fails to comply with any other requirements of this Contract.

B. Sanctions

Such sanctions may include, but are not limited to:

1. Civil money penalties in accordance with 42 CFR 438.704 and **Section 6.22.D**. below;
2. Financial measures EOHHS determines are appropriate to address the violation;
3. The appointment of temporary management to oversee the operation of the Contractor in those circumstances set forth in 42 U.S.C. §1396u-2(e)(2)(B) and 42 CFR 438.706;
4. Notifying the affected Enrollees of their right to disenroll;
5. Suspension of enrollment (including assignment of Enrollees);
6. Suspension of payment to the Contractor for Enrollees enrolled after the effective date of the sanction and until CMS or EOHHS is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur;
7. Disenrollment of Enrollees;
8. Limitation of the Contractor's coverage area;
9. Additional sanctions allowed under federal law or state statute or regulation that address areas of noncompliance; and
10. Such other measures as EOHHS determines appropriate to address the violation.

C. Material Subcontractor Deficiency

For any Contractor responsibilities for which the Contractor utilizes a Material Subcontractor, if EOHHS identifies any deficiency in the Contractor's performance under the Contract for which the Contractor has not successfully implemented an approved corrective action plan in accordance with **Section 6.23.A**, EOHHS may:

1. Require the Contractor to subcontract with a Material Subcontractor deemed satisfactory by EOHHS; or
2. Otherwise require the Contractor to alter the manner or method in which the Contractor performs such Contractor responsibility.

D. Civil Money Penalties

Civil money penalties shall be administered in accordance with 42 CFR 438.704 as follows:

1. The limit is $25,000 for each determination under the following subsections of **Section 6.22.A**. above:

    a. **6.22.A.4** (misrepresentation or false statement to an Enrollee, Member, or Provider);

b. **6.22.A.5** (failure to comply with requirements regarding physician incentive plans); or

c. **6.22.A.7** (violates restrictions or other requirements regarding Marketing).

2. The limit is $100,000 for each determination under the following subsections of **Section 6.22.A**. above:

a. **6.22.A.1** (discrimination); or

b. **6.22.A.2** (misrepresentation or false statements to CMS or EOHHS).

3. The limit is $15,000 for each Enrollee EOHHS determines was terminated or not re-enrolled because of a discriminatory practice under **Section 6.22.A.1** above (with an overall limit of $100,000 under **Section 6.22.D.2** above).

4. The limit is $25,000 or double the amount of the excess charges, whichever is greater, for each determination under **Section 6.22.A.2** above.

E. Authority

The intermediate sanctions provisions contained in this Contract are pursuant to state authority, unless otherwise specifically provided.

F. Denial of Payment Sanction

In accordance with 42 CFR 438.726(b) and 42 CFR 438.730(e), EOHHS shall deny payments under this Contract to the Contractor for New Enrollees if CMS denies payment to EOHHS for the same New Enrollees in the following situations:

1. If a CMS determination that the Contractor has acted or failed to act as described in **Section 6.22.A.1-5** of this Contract is affirmed on review pursuant to 42 CFR 438.730(d);
2. If a CMS determination that the Contractor has acted or failed to act as described in **Section 6.22.A.1-5** of this Contract is not timely contested by the Contractor under 42 CFR 438.730(c).

For the purposes of this **Section 6.22.F**, New Enrollee shall be defined as an Enrollee that applies for enrollment after the Effective Date of this Sanction (the date determined in accordance with 42 CFR 438.730(f)).

Before imposing any of the intermediate sanctions specified in this **Section 6.22**, EOHHS shall give the Contractor written notice that explains the basis and nature of the sanctions not less than 14 calendar days before imposing such sanction.

Section 6.23 Remedies for Poor Performance

EOHHS may seek remedies for poor performance on the part of the Contractor under this Contract. If the Contractor fails to perform in a manner that is satisfactory to EOHHS, EOHHS may take one or more of the following actions:

A. Require the Contractor to develop and submit a corrective action plan for EOHHS' review and approval. EOHHS shall approve, disapprove, or require modifications to the corrective action plan based on its reasonable judgment as to whether the corrective action plan will correct the deficiency. EOHHS may also initiate a corrective action plan for the Contractor to implement. The Contractor shall promptly and diligently implement the corrective action plan as approved by EOHHS. Failure to implement the corrective action plan may subject the Contractor to termination of the Contract by EOHHS;

B. Change the Contractor's Risk Track as defined in **Section 4.3.B**; or

C. Terminate the Contract with or without cause as EOHHS determines appropriate.

Section 6.24 Termination

A. Termination without Prior Notice

EOHHS may terminate this Contract immediately and without prior written notice upon any of the events below. EOHHS shall provide written notice to the Contractor upon such termination.

1. The Contractor's application for or consent to the appointment of a receiver, trustee, or liquidator for itself or any of its property;
2. The Contractor's admission in writing that it is unable to pay its debts as they mature;
3. The Contractor's assignment for the benefit of creditors;
4. Commencement of a proceeding under any bankruptcy, reorganization, insolvency, or readjustment of debt provision of federal or state law or answer admitting the material allegations of a petition filed against the Contractor in any such proceedings;
5. Commencement of an involuntary proceeding against the Contractor or subcontractor under any bankruptcy, reorganization, insolvency, or readjustment of debt provision of federal or state law which is not dismissed within sixty days; or
6. Cessation in whole or in part of state or federal funding for this Contract, provided that termination for this reason shall occur no earlier than the last day of the month in which such funding ceases.

B. Termination with Prior Notice

1. EOHHS may terminate this Contract upon breach by the Contractor of any duty or obligation hereunder which breach continues unremedied for 30 days after written notice thereof by EOHHS.

2. EOHHS may terminate this Contract after written notice thereof to the Contractor in the event the Contractor fails to accept any TCOC Benchmark established by EOHHS.

3. EOHHS may terminate this Contract if EOHHS determines that the ACO Program is not performing in whole or in part in accordance with EOHHS' expectations (even if financial losses are less than 3% of the Non-HCV component of the TCOC Benchmark) or that state or federal health care reform initiatives or state or federal health care cost containment initiatives makes termination of the Contract necessary or advisable as determined by EOHHS.

4. The Contractor may terminate this Contract upon a material breach by EOHHS of a duty or obligation in **Section 4** or **Section 5** of this Contract that creates significant challenges for the Contractor to continue performing under this Contract. In the event that the Contractor terminates this Contract pursuant to this Section, subject to all necessary federal approvals, the Contractor shall not be obligated to return DSRIP payments as described in **Section 5.2.H**.

5. Contractor Options to Terminate Starting in Contract Year 2

    a. As further specified by EOHHS in accordance with **Section 6.24.B.7**, starting in Contract Year 2, the Contractor may terminate this Contract annually without cause by providing written notice to EOHHS prior to the start of the next Contract Year. In the event that the Contractor terminates this Contract pursuant to this Section:

        1) Such termination will be effective at 11:59 PM of the last day of the current Contract Year (the earliest Contract Year being the end of Contract Year 2), unless otherwise specified by EOHHS in accordance with **Section 6.24.B.7**;

        2) EOHHS shall calculate Shared Savings or Shared Losses as described in **Section 4.3**, if any, for the Contract Year in which the termination is effective. The Contractor shall promptly pay EOHHS any Shared Losses. EOHHS shall not be obligated to pay the Contractor any Shared Savings; and

        3) Subject to all necessary federal approvals, the Contractor shall promptly pay EOHHS a specified percentage of Startup and Ongoing and DSTI Glide Path DSRIP payments as set forth in **Section 5.2.H**;

    b. As further specified by EOHHS in accordance with **Section 6.24.B.7**, starting in Contract Year 2, the Contractor may terminate this Contract annually as further specified by EOHHS by providing written notice to EOHHS prior to the start of the next Contract Year with validated data showing significant financial losses in the most recently completed Contract Year and anticipated further significant financial losses in the current Contract Year. For the purposes of this section, significant financial losses shall mean greater than 3% of Non-HCV component

of the TCOC Benchmark. In the event that the Contractor terminates this Contract pursuant to this Section:

1) Such termination will be effective at 11:59 PM of the last day of the current Contract Year (the earliest Contract Year being the end of Contract Year 2), unless otherwise specified by EOHHS in accordance with Section 6.24.B.7;

2) EOHHS shall calculate Shared Savings or Shared Losses as described in Section 4.3, if any, for the Contract Year in which the termination is effective. The Contractor shall promptly pay EOHHS any Shared Losses. EOHHS shall not be obligated to pay the Contractor any Shared Savings; and

3) Subject to all necessary federal approvals, the Contractor shall promptly pay EOHHS a specified percentage of Startup and Ongoing and DSTI Glide Path DSRIP payments as set forth in **Section 5.2.H.**

6. As further specified by EOHHS in accordance with **Section 6.24.B.7**, the Contractor may terminate this Contract by providing written notice of termination within 30 days after EOHHS notifies the Contractor that, in EOHHS' sole determination, EOHHS finds that the Contractor has significant programmatic cause for exit, as follows and as further specified by EOHHS:

a. The Contractor may request a finding of significant programmatic cause for exit from EOHHS at any time by submitting a written request to EOHHS in a form and format specified by EOHHS. Such request shall include any information the Contractor deems relevant to its request;

b. The Contractor shall provide any additional information requested by EOHHS related to the Contractor's request for a finding of significant programmatic cause for an exit;

c. EOHHS may, but is not obligated to, find significant programmatic cause for exit for the following reasons:

1) Losses greater than 5% of the Non-HCV component of the TCOC Benchmark in the last two recently completed Contract Years; or

2) The Contractor or its Participating PCPs have merged with another ACO in the MassHealth ACO program, and the Contractor's Participating PCPs have all received EOHHS approval to terminate their affiliation with the Contractor and to affiliate as Participating PCPs with such ACO pursuant to **Section 3.7**.

d. EOHHS will find significant programmatic cause for exit if specific significant federal or state changes to the structure of the Medicaid program have occurred or are likely to occur that substantially change the demographic or risk profile of

the Contractor's Enrollees in a way that makes the Contractor likely to experience significant Shared Losses in future Contract Years and have not otherwise been accounted for in EOHHS' rate setting process;

e. In the event that the Contractor terminates this Contract pursuant to this Section:

1) Such termination shall be effective at 11:59 PM of the last day of the current Contract Year (the earliest Contract Year being the end of Contract Year 2), unless otherwise specified by EOHHS in accordance with **Section 6.24.B.7**;

2) EOHHS shall calculate Shared Savings or Shared Losses as described in **Section 4.3**, if any, for the current Contract Year. The Contractor shall promptly pay EOHHS any Shared Losses, and EOHHS shall promptly pay the Contractor any Shared Savings, as described in **Section 4.3**;

3) Subject to all necessary federal approvals, the Contractor shall not be obligated to pay EOHHS any further DSRIP penalty as described in **Section 5.2.H**;

7. EOHHS shall establish and notify the Contractor of an annual process for the Contractor to terminate the Contract pursuant to **Section 6.24.B.5-6** and the earliest date the Contractor may initiate such process. Such process will, in part, provide the Contractor information about its performance for the most recently completed Contract Year. The Contractor shall terminate this Contract pursuant to **Sections 6.24.B.5-6** only as described by EOHHS' defined process.

C. Continued Obligations of the Parties

1. In the event of termination, expiration or non-renewal of this Contract, the obligations of the parties hereunder with regard to each Enrollee at the time of such termination, expiration or non-renewal will continue until the Enrollee has been disenrolled from the Contractor; provided, however, that EOHHS shall exercise best efforts to complete all disenrollment activities within six months from the date of termination, expiration, or non-renewal.

2. In the event that this Contract is terminated, expires, or is not renewed for any reason: (1) EOHHS shall be responsible for notifying all Enrollees covered under this Contract of the date of termination and the process by which those Enrollees will continue to receive medical care; and (2) the Contractor shall supply to EOHHS all information necessary for the payment of any outstanding payments determined by EOHHS to be due to the Contractor, and any such payments shall be paid to the Contractor accordingly.

3. In the event this Contract is terminated, expires, or is not renewed for any reason, the Contractor shall, to facilitate the transition of Enrollees to another MassHealth ACO, MCO, or the PCC Plan, share information with EOHHS relating to its Enrollees, including but not limited to PCP assignments, Enrollees in care management, and Enrollees with relationships with Community Partners. The Contractor shall, if

applicable, provide any information to EOHHS regarding Participating PCPs for the purposes of smoothly transitioning patients and maintaining continuity of care.

D. Termination Authority

The termination provisions contained in this Contract are pursuant to state authority, unless otherwise specifically provided.

Section 6.25 Suspected Fraud

The Contractor shall notify EOHHS in writing within ten (10) calendar days if it or, where applicable, any of its subcontractors receive or identify any information that gives them reason to suspect that an EOHHS client or Commonwealth contractor has engaged in fraud as defined under 42 CFR 455.2 or other applicable law. In the event of suspected fraud, no further contact shall be initiated with such client or contractor on that specific matter without EOHHS' approval.

The Contractor and, where applicable, its subcontractors shall cooperate, as reasonably requested in writing, with the Office of the Attorney General's Medicaid Fraud Division (MFD), the Office of the State Auditor's Bureau of Special Investigations (BSI), or other applicable enforcement agency. Such cooperation shall include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding fraud and abuse, maintaining the confidentiality of any such investigations, and making knowledgeable staff available at no charge to support any investigation, court, or administrative proceeding.

Section 6.26 Certification Requirements

In accordance with 42 CFR 438.600 et seq., the Contractor's Chief Executive Officer or Chief Financial Officer shall, at the time of submission of the types of information, data, and documentation listed below, sign and submit to EOHHS certification checklists in the form and format specified by EOHHS, certifying that the information, data and documentation being submitted by the Contractor is true, accurate, and complete to the best of his or her knowledge, information and belief, after reasonable inquiry, under the penalty of perjury:

A. Data on which payments to the Contractor are based;

B. All enrollment information and measurement data;

C. Data or information related to protection against the risk of insolvency;

D. Documentation related to requirements around availability and accessibility of services;

E. Information on ownership and control, such as that pursuant to **Section 6.27.A.1**; and

F. Data and other information required by EOHHS, including but not limited to, reports and data described in this Contract.

Section 6.27 Disclosure Requirements

The Contractor shall within one business day disclose to EOHHS any non-compliance by the Contractor with any provision of this Contract, or any state or federal law or regulation governing this Contract.

A. Federally Required Disclosures

The Contractor shall make the following federally-required disclosures in accordance with 42. CFR § 455.100, et seq. and 42 U.S.C. § 1396b(m)(4)(A) in the form and format specified by EOHHS.

1. Ownership and Control

Upon any renewal or extension of this Contract and within 35 days of any change in ownership, the Contractor shall furnish full and complete information to EOHHS as required by 42 CFR 455.104 regarding ownership and control, both with respect to the Contractor and Material Subcontractors.

2. Business Transactions

Within 35 days of a written request by EOHHS, or the U.S. Department of Health and Human Services, the Contractor shall furnish full and complete information to EOHHS, or the U.S. Department of Health and Human Services, as required by 42 CFR 455.105 regarding business transactions.

3. Criminal Convictions

Upon any renewal or extension of this Contract and at any time upon a written request by EOHHS, the Contractor shall furnish full and complete information to EOHHS as required by 42 CFR 455.106 regarding persons convicted of crimes.

4. Other Disclosures

a. The Contractor shall comply with all reporting and disclosure requirements of 41 USC § 1396b(m)(4)(A) if the Contractor is not a federally qualified health maintenance organization under the Public Health Service Act; and

b. In accordance with Section 1903(m)(4)(B) of the Social Security Act, the Contractor shall make such reports regarding certain transactions with parties of interest available to Enrollees upon reasonable request;

B. Disclosures Form

Unless otherwise instructed by EOHHS, for the purposes of making the disclosures to EOHHS set forth above, the Contractor shall fully and accurately complete the EOHHS form developed for such purpose EOHHS may update or replace this form without the need for a Contract amendment.

EOHHS may immediately terminate this Contract in whole or in part if the Contractor fails to comply with this **Section 6.26** or in response to the information contained in the Contractor's disclosures under

this **Section 6.26**. In addition, the Contractor shall not be entitled to payment for any MassHealth services for which EOHHS determines federal reimbursement is not available. Any such payments shall constitute an overpayment as defined in 130 CMR 450.235. Under such circumstances, EOHHS may also exercise its authority under 130 CMR 450.238, et seq. to impose sanctions.

Section 6.28 Restrictions of Use of the Commonwealth Seal

Bidders and Contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a Contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Section 6.29 Order of Precedence

The Contractor's response and RFR specified below are incorporated by reference into this Contract. Any ambiguity or inconsistency between these documents shall be resolved by applying the following order of precedence:

A. This Contract, including any amendments hereto;

B. The Request for Responses for Accountable Care Organizations issued by EOHHS on September 29, 2016; and

C. The Contractor's Response to the RFR.

Section 6.30 Contractor's Financial Condition and Corporate Structure

As a condition of the Contract, the Contractor shall, at the request of EHS, provide EHS with documentation relating to organizational structure, financial structure and solvency, including but not limited to the following: the name(s) and address(es) of the (1) Contractor's parent organizations, (2) parents of such parent organizations, (3) Contractor's subsidiary organizations, and (4) subsidiaries of any organizations listed in (1), (2), or (3) herein; and the names and occupations of the members of the Board of Directors of the organizations listed in (1)-(4) herein.

Section 6.31 Notices

Notices to the parties as to any matter hereunder will be sufficient if given in writing and sent by certified mail (return receipt requested), postage prepaid, or delivered in hand or by an overnight delivery service with acknowledgment of receipt:

To EOHHS:

Assistant Secretary for MassHealth
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

Director, MassHealth ACO Program
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

With Copies to:
General Counsel
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

To the Contractor:

Notice to the Contractor will be provided to the individual identified in **Appendix L.**

SECTION 7. DATA MANAGEMENT AND CONFIDENTIALITY

The Contractor shall comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidential information, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations promulgated thereunder (45 CFR Parts 160 and 164) (the Privacy and Security Rules), and any other legal obligations regarding the privacy and security of such information to which the Contractor is subject, including any obligations to which the Contractor is subject by virtue of its contractual relationship with its Participating PCPs. The Contractor shall also comply with the additional terms, conditions and obligations relating to the privacy, security and management of personal and other confidential information determined by EOHHS to apply to this Contract.

EOHHS reserves the right to amend the Contract to add any requirement it determines must be included in the Contract in order for EOHHS to comply with all applicable state and federal laws and regulations relating to privacy and security, including but not limited to the Privacy and Security Rules and any other legal obligations regarding the privacy and security of such information to which EOHHS is subject.

If the Contractor wishes to receive member-level data or reports that may be available from EOHHS under the Contract, the Contractor may be required to submit a request to EOHHS and execute a Data Use Agreement (DUA) containing any representations and/or privacy and security requirements applicable to the data and/or report(s) that EOHHS may determine necessary or appropriate. However, the terms of such DUA shall not apply to any PI provided, and defined, under **Appendix N**, as updated from time to time.

For the PI provided under **Appendix N**, as updated from time to time, the Contractor is EOHHS' business associate under the Privacy and Security Rules, and subject to all other terms and conditions therein. If **Appendix N** is not part of the Contractor's obligations, **Appendix N** shall be left blank as attached to this Contract.

The Contractor shall seek and obtain EOHHS prior written authorization for the use of any data pertaining to this Contract for research or any other purposes not directly related to the Contractor's performance under this Contract. The Contractor shall submit to EOHHS the results of any external research projects for which the Contractor has received EOHHS approval to share MassHealth data.

The Contractor shall promptly execute and comply with any amendment to this Contract that EOHHS determines is necessary to ensure compliance with such applicable laws, regulations, and other legal obligations. EOHHS may terminate this Contract immediately upon written notice in the event the Contractor fails to agree to any such amendment.