

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

**Request for Responses from Integrated Care Organizations
RFR # 12CBEHSDUALSICORFR**

AMENDMENT #1

The following is a list of amendments to the Request for Responses (RFR) from Integrated Care Organizations (RFR #12CBEHSDUALSICORFR) issued on June 19, 2012.

- 1. Section 1.4.B.** – the date “June 22, 2012” is changed to “the due date for responses to this RFR.”
- 2. Section 2** – The definition of “Contract” is replaced by the following:

“**Contract** – the participation agreement that EOHHS and CMS have with an ICO, setting forth the terms and conditions pursuant to which an organization may participate in the Duals Demonstration.”
- 3. Section 2** – The definition of “Contract Year” is replaced by the following:

“**Contract Year (or Demonstration Year)** – a 12-month period commencing April 1 and ending March 31, unless otherwise specified by EOHHS; provided, however, the first period commences April 1, 2013, and ends December 31, 2014.”
- 4. Section 2** – The definition of “Cultural Competence” is replaced by the following:

“**Cultural Competence** – understanding those values, beliefs, and needs that are associated with patients’ age, gender identity, sexual orientation, and/or racial, ethnic, or religious backgrounds. Cultural Competence also includes a set of competencies which are required to ensure appropriate, culturally sensitive health care to persons with congenital or acquired disabilities.”
- 5. Section 2** – The definition of “Material Subcontractor” is replaced by the following:

“**Material Subcontractor** – any entity to which the Contractor delegates the responsibility to meet all requirements of any complete, enumerated subsection as allowed under this RFR or the Contract.”
- 6. Section 4.9** – The following section I is added after 4.9.H:

“I. Abortion Services

All selected ICOs will be required to execute a separate contract with EOHHS for delivery of abortion services. See **Appendix I** for a model ICO Abortion Services Contract.”
- 7. Section 4.5.D.** is replaced with the following:

“**D.** Each ICO must maintain relationships with the Emergency Services Programs (ESPs – identified in **Appendix G**) that are located within the ICO’s Service Area to provide ESP services.

1. Each ICO must execute and maintain contracts with ESPs that are not operated by the Department of Mental Health (DMH ESPs).
2. ICOs are required to execute a Memorandum of Understanding with DMH ESPs to provide ESP services. The DMH ESPs listed in **Appendix G** are: Brockton Multi-Service Center, Cape & Islands Emergency Services, Corrigan Mental Health Center, and Norton Emergency Services.”
8. **Section 4.9.B.7** – The phrase “The ICO can justify (to EOHHS and/or CMS upon request)...” is replaced with “The ICO can justify (to the satisfaction of EOHHS and/or CMS upon request)...” in Sections 4.9.B.7.a.2) and 4.9.B.7.b.2).
9. **Section 4.9.G.** – The phrase “MassHealth’s Fee-for-Service” is replaced with “Original Medicare”.
10. **Section 5.7**– The entirety of Section 5.7.F is stricken.
11. **Section 5.8.E.1.a.2)** – The phrase “or Statement on Standards for Attestation Engagements No. 16” is inserted following “Statement on Auditing Standards SAS 70.”
12. **Section 7.1** is amended to add the following to the final bullet on p. 73: “Any Alternative Payment Methodology that subjects Providers to down-side risk should be based upon accurate and robust risk assessment mechanisms and should include risk mitigation strategies for the Providers such as risk corridors, high risk pools, or reserve requirements, and must be consistent with any current or future state legislation related to alternative payment methodologies. All provider risk-based arrangements will also be subject to review by EOHHS in consultation with other government entities with expertise in assessing provider risk.”
13. **Section 9.6.A.7** – The phrase “and an organizational chart of the Contract...” is replaced with “an organizational chart of the key personnel performing duties under the Contract to be awarded from the RFR....”
14. **Section 9.6.C.1** is replaced with the following: “Provide all of the information in **Section 9.7.A**, below, for each Material Subcontractor; and”.
15. **Section 9.7.E.** –The phrase “Enrollment and,” is stricken; and **Section 9.7.E.1** is stricken.
16. **Section 10.1** – The following new paragraph is added at the end of the Section: “The Respondent must provide an estimate of the number of enrollees that it projects it will be able to serve in each county or partial county in its proposed Service Area.”
17. **Section 12, line 5** is amended by striking “4:00 pm (EDT) July 30, 2012,” and inserting, “4:00 pm (EDT) August 20, 2012”; and **Section 12, line 6**, is amended by striking “August 31, 2012” and inserting, “September 21, 2012.”
18. **Appendix I** – Appendix I, a model ICO Abortion Services Contract is added to the RFR.