ATTACHMENT A

MODEL CONTRACT

BY AND BETWEEN

THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

AND

[TBD]

FOR

LTSS COMMUNITY PARTNERS

This Contract is by and between the Massachusetts Executive Office of Health and Human Services ("EOHHS") and [TBD] (the "Contractor"), with principal offices located at [TBD].

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, the Contractor is [TBD]; and

WHEREAS¸ on [date], EOHHS posted on the Commonwealth of Massachusetts procurement website, COMMBUYS, a [TBD RFR name] ("RFR"); and

WHEREAS, on [date], EOHHS selected the Contractor, based on the Contractor's response to the RFR submitted by [date]; and

WHEREAS, the Contractor appears qualified and is willing to perform its duties as set forth herein subject to the terms and conditions thereof; 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, EOHHS and the Contractor agree as follows:

TABLE OF CONTENTS

Section 1. DEFINITIONS ....1#

Section 2. CONTRACTOR RESPONSIBILITIES ....7#

Section 2.1 Contractor Governance ....7#

Section 2.2 Assignment, Engagement and Disengagement..8#

Section 2.3 Community Partner Functions ....9#

Section 2.4 General Business Operations ....19#

Section 2.5 Recordkeeping Requirements ....25#

Section 2.6 Reporting Requirements ....27#

Section 2.7 Information Technology Requirements ....28#

Section 2.8 Quality Management and Quality Improvement ....29#

Section 3. EOHHS RESPONSIBILITIES ....30#

Section 3.1 Identification...30#

Section 3.2 Contract Management..30#

Section 3.3 Performance Evaluation...30#

Section 3.4 Contract Readiness ....31#

Section 3.5 Technical Assistance ....32#

Section 4. DELIVERY SYSTEM INCENTIVE PAYMENT PROGRAM (DSRIP).............33#

Section 4.1 Contractor Responsibilities and Reporting Requirements under DSRIP ....33#

Section 5. PAYMENT AND FINANCIAL PROVISIONS ....37#

Section 5.1 Payment Terms ....37#

Section 5.2 Accountability...39#

Section 6. ADDITIONAL TERMS AND CONDITIONS ....40#

Section 6.1 Assignment ....40#

Section 6.2 Independent Contractors...40#

Section 6.3 Requirements for Subcontractors ....40#

Section 6.4 Prohibited Activities and Conflict of Interest .... 41#
Section 6.5 Insurance .... 41#
Section 6.6 Contract Term .... 41#
Section 6.7 Waiver .... 41#
Section 6.8 Indemnification .... 41#
Section 6.9 Compliance with Laws .... 42#
Section 6.10 Counterparts .... 42#
Section 6.11 Entire Agreement .... 42#
Section 6.12 No Third-Party Enforcement .... 42#
Section 6.13 Section Headings .... 43#
Section 6.14 Administrative Procedures Not Covered .... 43#
Section 6.15 Effect of Invalidity Clauses .... 43#
Section 6.16 Responsibility of the Contractor .... 43#
Section 6.17 Corrective Action Plan .... 43#
Section 6.18 Remedies for Poor Performance .... 43#
Section 6.19 Sanctions .... 44#
Section 6.20 Program Modifications and New Initiatives .... 44#
Section 6.21 Cover .... 45#
Section 6.22 Authorizations .... 45#
Section 6.23 Amendments .... 46#
Section 6.24 Termination .... 46#
Section 6.25 Intellectual Property .... 46#
Section 6.26 Notification of Administrative Change .... 48#
Section 6.27 Data Privacy, Security and Management .... 48#
Section 6.28 Contract Officers .... 49#
Section 6.29 Order of Precedence .... 49#
Section 6.30 Record Retention, Inspection, and Audit .... 49#
Section 6.31 Notices .... 50#

APPENDICES

Appendix A: Region and Service Area Crosswalk

Appendix B: ACO or MCO and CP Agreement/Contract Template [Reserved]

Appendix C: LTSS Community Partners Quality and Accountability

Appendix D: Flexible Services [Reserved]

Appendix E: Contractor's Service Area [Reserved]

Appendix F: LTSS Community Partner Payment Rates

Appendix G: Data Privacy, Security and Management

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 Organization (ACO) – certain entities contracted with MassHealth, 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.

Accountability Score- a composite score calculated by EOHHS to evaluate the Contractor's performance under this Contract and determine payment amounts, as described in **Section 5.2.**

Affiliated Partners - organizations or entities that operate jointly under a formal written management agreement with the Contractor and participate in the Governing Body for the purposes of this Contract.

Annual Report-– information provided on an annual basis by the Contractor related to the Contractor's responsibilities under the Contract, as described in **Section 4.1.C**.

Assigned Enrollee (Assignment) – an Enrollee that is designated by EOHHS, an ACO, or an MCO to receive LTSS CP Supports from the Contractor and for whom the Contractor is responsible for performing other functions as required by the Contract. Assigned Enrollees that have an approved LTSS Care Plan and the Contractor has submitted to EOHHS a "care plan complete" Qualifying Activity, as described in **Section 2.5.C** are referred to as "Engaged Enrollees."

Behavioral Health Community Partner (BH CP) – a community-based entity which partners with MassHealth-contracted ACOs and MCOs, providers, social services organizations and community resources to support members with complex behavioral health needs. Entities that enter into Contracts with EOHHS pursuant to the RFR are BH CPs.

Budget Narrative – information provided by the Contractor to explain and justify the Contractor's planned spending of payments received under the Contract, as described in **Section 4.1.B.**

Budget Period - an administrative period related to DSRIP and related purposes as determined by EOHHS. Budget Period 1 is anticipated to be from April 1, 2018 to December 31, 2018. Budget Periods 2-5 are anticipated to align with the calendar year (January 1 to December 31).

Budget Report – information provided by the Contractor on the Contractor's planned spending of payments received under the Contract, as described in **Section 4.1.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).

Capacity – the maximum number of Assigned and Engaged Enrollees that may be in the Contractor's LTSS CP program, at any given time. This must be a minimum number of 1,000 that includes both Assigned Enrollees and Engaged Enrollees or a number otherwise determined by EOHHS.

Clinical Quality Measures – clinical information from Assigned and Engaged Enrollees' Enrollee Records used to determine the overall quality of care received by Assigned and Engaged Enrollees. Clinical Quality Measures are a subset of Quality Measures and are set forth in **Appendix C.**

Collateral – any individual who has direct supportive contact with Assigned or Engaged Enrollees, such as family members, friends, service providers, specialists, guardians, and housemates.

Community Partner (CP) Care Coordinator - a trained individual who is employed or contracted by the Contractor who serves as the primary point of contact for the Enrollee's LTSS care coordination.

Community Partner (CP) Supports – the Contractor's activities, as described in **Section 2.3.A**.

Comprehensive Assessment – a person-centered assessment of an Assigned or Engaged Enrollee's care needs, including functional needs, accessibility needs, goals, and other characteristics; and that is conducted by the Assigned or Engaged Enrollee's ACO or MCO, as applicable.

Consortium Entity - an organization, entity, or independently operating subdivision or subsidiary that is part of the Contractor's corporate or legal structure.

Contract – the Contract between EOHHS and the Contractor awarded 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.

Contractor – the entity that enters into an agreement with EOHHS for the provision of LTSS CP Supports described in the Contract. All requirements applicable to the Contractor, herein, also shall be applicable to the Contractor's employees, Affiliated Partners, Consortium Entities, Material Subcontractors, and other subcontractors.

Contractual Agreement – a contract between the Contractor and a MassHealth-contracted ACO or MCO that delineates roles and responsibilities and establishes accountability, subject to EOHHS approval.

Covered Entity – a person, organization or entity meeting the definition of a "covered entity" for purposes of the Privacy and Security Rules (45 CFR §160.103).

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

Department of Developmental Services (DDS) – an agency of the Commonwealth of Massachusetts, established under M.G.L. c. 19B and 123B and operating under regulations 115 CMR 1.00-11.00, that manages and oversees the comprehensive service system of specialized services and supports to provide eligible individuals with intellectual disabilities the opportunities to participate fully and meaningfully in, and contribute to their communities as valued members. DDS operates six HCBS Waivers on behalf of MassHealth: the DDS Intensive Supports waiver, the DDS Community Living waiver, the DDS Adult Supports waiver, the Children's Autism Spectrum Disorder waiver, the Acquired Brain Injury Residential Habilitation waiver and the Money Follows the Person Residential Supports waiver.

Department of Mental Health (DMH) – an agency of the Commonwealth of Massachusetts, established under M.G.L. c. 19 and operating under regulations at 104 CMR 1.00-24.00, that assures

and provides access to services and supports to meet the mental health needs of eligible individuals of all ages, enabling them to live, work and participate in their communities.

Department of Youth Services (DYS) – an agency of the Commonwealth of Massachusetts, under the Executive Office of Health and Human Services, that is charged with providing a comprehensive and coordinated program of delinquency prevention and services to youth detained or committed to the Department by the courts.

Disengaged Enrollee (Disengagement) – a formerly Engaged Enrollee who is no longer receiving LTSS CP Supports and for whom EOHHS shall not pay the Contractor, as set forth in **Section 2.2.C.**

DSRIP Participation Plan – information provided by the Contractor related to the Contractor's DSRIP investments and activities under the Contract, as described in **Section 4.1**.

Electronic Health Record (EHR) - an electronic version of a Member's health history that includes relevant data related to the Member, and may include demographics, progress notes, problems, medications, vital signs, past medical history, immunizations, laboratory data, and radiology reports. EHRs are real-time, patient-centered records that make information available instantly and securely to authorized users.

Enhanced Community Partner Supports - additional supports for specific Enrollee populations identified as potentially benefitting from comprehensive care management from a community-based entity. Supports may include management and coordination of member's physical, BH, LTSS and health related social needs.

Engaged Enrollee – an Assigned Enrollee for whom the Contractor has completed a LTSS Care Plan, and the LTSS Care Plan has been signed by the Assigned Enrollee (or authorized representative, as appropriate) and approved by the Assigned Enrollee's PCP or designee. The Contractor must submit a "care plan complete" Qualifying Activity, as described in **Section 2.5.C**, for an Assigned Enrollee to become an Engaged Enrollee.

Enrollee - a Member who is enrolled in one of the MassHealth-contracted ACOs or MCOs.

Executive Office of Health and Human Services (EOHHS) – the executive agency within Massachusetts that is the single state agency responsible for the administration of the MassHealth program (Medicaid), pursuant to M.G.L. c. 118E, Titles XIX and XXI of the Social Security Act, and other applicable laws and waivers thereto.

Executive Office of Elder Affairs (EOEA) – an agency of the Commonwealth of Massachusetts, established under M.G.L. c. 19A, § 1, that is responsible for helping to support elders in the Commonwealth to live independently and with dignity in the settings of their choice. The agency is responsible for the administration and oversight of programs and services on behalf of the Commonwealth's million-plus elder population, including the Frail Elder HCBS Waiver.

Flexible Services – Enrollees that are enrolled in an ACO may be able to access Flexible Services as part of their ACO enrollment. Flexible Services are unique goods and services that are not otherwise covered under the Enrollee's MassHealth benefit and which are provided to address a health-related social need. Flexible Services are authorized by an ACO through the Enrollee's care plan.

Governing Body – a board or other organized group of individuals, with the exclusive authority to make final decisions on behalf of the Contractor.

Governance Structure - the corporate structure or affiliations, as described in **Section 2.1,** through which the Contractor will perform the requirements of the Contract.

Grievance – any expression of dissatisfaction by an Assigned or Engaged Enrollee (or their authorized representative, if applicable), about any action or inaction by the Contractor. Possible subjects for Grievances include, but are not limited to, quality of supports provided, aspects of interpersonal relationships such as rudeness of an employee of the Contractor, or failure to respect the Assigned or Engaged Enrollee's rights.

Home and Community-Based Services (HCBS) Waiver – a federally approved program operated under Section 1915(c) of the Social Security Act that authorizes the U.S. Secretary of Health and Human Services to grant waivers of certain Medicaid statutory requirements so that a state may furnish home and community based services to certain Medicaid beneficiaries who require a level of care that is provided in a hospital, nursing facility, or Intermediate Care Facility for the Intellectually Disabled (ICF/ID). The ten HCBS Waivers are: the Frail Elder Waiver, the two ABI Waivers, the Traumatic Brain Injury Waiver, the four DDS Waivers and the two Money Follows the Person (MFP) Waivers. There are ten MassHealth HCBS Waivers: The Acquired Brain Injury Non-Residential waiver, the Acquired Brain Injury Residential Habilitation waiver, the Children's Autism Spectrum Disorder waiver, the DDS Intensive Supports waiver, the DDS Community Living waiver, the DDS Adult Supports waiver, the Frail Elder waiver, the Money Follows the Person Community Living waiver, the Money Follows the Person Residential Supports waiver, and the Traumatic Brain Injury waiver.

Identified Enrollee (Identification) – an Enrollee identified by EOHHS for Assignment to a Community Partner based on the Enrollee's claims and service history or in another manner determined by EOHHS.

Independent Living - a philosophy, which advocates for the availability of a wide range of services and options maximizing self-reliance and self-determination in all of life's activities, developed in response to the long history of denying individuals with disabilities the right and opportunity to make their own decisions.

Long Term Services and Supports Care Plan (LTSS Care Plan) - written documentation of an Enrollee's goals, preferences, strengths and needs, and the strategies and support services designed to meet these goals, developed using person centered planning processes by the CP Care Coordinator under the direction of the Assigned or Engaged Enrollee (and/or their authorized representative, if applicable), and updated periodically, and as necessary, to reflect the Assigned or Engaged Enrollee's changing needs.

Long-Term Services and Supports Community Partner (LTSS CP) - a community-based entity which partners with MassHealth-contracted ACOs and MCOs, providers, and social services organizations and community resources to support members with complex LTSS needs. Entities that enter into Contracts with EOHHS pursuant to the RFR are LTSS CPs.

Managed Care Organization (MCO) – any entity that provides, or arranges for, the provision of MassHealth 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).

Massachusetts Rehabilitation Commission (MRC) – an agency of the Commonwealth of Massachusetts, established under M.G.L. c. 6, § 74, that is responsible for vocational rehabilitation services, community services, and eligibility determination for the Social Security Disability Insurance (SSDI) and the Supplemental Security Income (SSI) federal benefits program. MRC oversees the two Money Follows the Person (MFP) Waivers. MRC operates three HCBS Waivers on behalf of MassHealth: the Acquired Brain Injury Non-Residential Habilitation waiver, the Money Follows the Person Community Living waiver, and the Traumatic Brain Injury waiver.

MassHealth – the Medicaid program of the Commonwealth of Massachusetts, administered by EOHHS pursuant to M.G.L. c. 6A s. 16, 118E, Titles XIX and XXI of the Social Security Act, and other applicable laws and waivers thereto.

MassHealth State Plan LTSS – For the purposes of this Contract, MassHealth State Plan LTSS include community-based LTSS services covered under MassHealth, including: Adult Day Health, Adult Foster Care, Day Habilitation, Durable Medical Equipment, Oxygen & Respiratory, Group Adult Foster Care, Home Health, Hospice, Independent Nursing, Orthotics & Prosthetics, Personal Care Attendant, and Therapy.

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.

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

Operational Start Date – the date on which the Contractor starts to provide LTSS CP Supports as determined by EOHHS. The Operational Start Date is anticipated to be April 1, 2018.

Preparation Budget Period - an administrative period related to DSRIP between the Contract Effective Date and the Operational Start Date. The Preparation Budget Period is anticipated to be November 1, 2017 through March 31, 2018.

Primary Care Provider (PCP) – the individual primary care provider or team selected by the Enrollee, or assigned to the Enrollee by the ACO or MCO, to provide and coordinate all of the Enrollee's health care needs and to initiate and monitor referrals for specialty services when required. PCPs include nurse practitioners practicing in collaboration with a physician under Massachusetts General Laws Chapter 112, Section 80B and its implementing regulations or physicians who are board certified or eligible for certification in one of the following specialties: Family Practice, Internal Medicine, General Practice, Adolescent and Pediatric Medicine, or Obstetrics/Gynecology (for women only). PCPs for persons with disabilities, including but not limited to, persons with HIV/AIDS, may include practitioners who are board certified or eligible for certification in other relevant specialties.

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).

Protected Information (PI) - any "protected health information" (PHI) as used in the Privacy and Security Rules, 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 and/or any other individually identifiable information that is treated as confidential under applicable privacy or security law or regulation that the Contractor (or its subcontractor or agent) creates, receives, acquires, uses, transmits or maintains in connection with its provision of CP Supports and/or its performance of a function or activity for or on behalf of EOHHS under the Contract or an ACO or MCO under a Contractual Agreement. Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c).

Qualifying Activity - an activity provided by the Contractor on behalf of or with an Assigned or Engaged Enrollee, as described in **Section 2.5.C** of the Model Contract.

Quality Measure - measures used to evaluate the quality of the Contractor's Enrollee care as described in **Appendix C**.

Quality Sample – a subset of Assigned and Engaged Enrollees defined by EOHHS used for measurement of Quality Measures as set forth in **Appendix C**.

Readiness Review - a process to ensure that the Contractor is ready to assume responsibilities set forth in the Contract, as described in **Section 2.4.A and Section 3.4**.

Semiannual Progress Report - information provided on a semiannual basis by the Contractor related to the Contractor's responsibilities under the Contract, as described in **Section 4.1.C**.

Service Area – the geographic area in which the Contractor is providing services pursuant to this Contract and as listed in **Appendix E**.

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

SECTION 2. CONTRACTOR RESPONSIBILITIES

Section 2.1 Contractor Governance

A. Governance Structure

1. At all times during the Contract Term, the Contractor shall maintain a Governance Structure that meets one of the following configurations:

    a. The Contractor is a single legal entity;

    b. The Contractor is a single legal entity comprised of one or more Consortium Entities; or

    c. The Contractor is a single legal entity with Affiliated Partners.

2. The Contractor shall report changes in Governance Structure to EOHHS thirty (30) days prior to the effective date of such changes.
3. The Contractor is obligated to ensure all Affiliated Partners and Consortium Entities abide by all applicable terms in the Contract.

B. Governing Body

1. At all times during the Contract Term, the Contractor shall have a Governing Body that determines the rules, practices, policies, and processes by which the Contractor is directed and controlled.
2. If the Contractor has Consortium Entities or Affiliated Partners, the Governing Body must include participants from each Affiliated Partner or Consortium Entity.

C. Consumer Advisory Board

1. The Contractor shall establish a consumer advisory board.
2. The consumer advisory board shall provide regular feedback to the Contractor's Governing Body on issues of Contractor management and the provision of LTSS CP supports.
3. The consumer advisory board shall:

    a. Meets at least quarterly throughout the term of this Contract; and

    b. Be comprised of Engaged Enrollees, family members and other caregivers that reflect the diversity of the Contractor's LTSS CP population, including individuals with disabilities.

4. The Contractor shall provide necessary accommodations and supports to consumer advisory board members to allow meaningful participation.
5. The Contractor shall report on the consumer advisory board in the annual report as specified in **Section 4.1.C**.

D. Quality Management Committee

1. The Contractor shall establish and maintain throughout the Contract Term a quality management committee that reports to the Contractors' Governing Body, as described in **Section 2.8**.
2. The quality management committee shall meet at least quarterly.

Section 2.2 Assignment, Engagement and Disengagement

A. Assignment

The Contractor shall accept all Assigned Enrollees assigned to the Contractor by EOHHS, an ACO or an MCO as follows.

1. The Contractor shall accept Assigned Enrollees to the full extent of the Contractor's Capacity.
2. The Contractor shall notify EOHHS or the Assigning ACO or MCO within one business day of the Assignment to confirm receipt of the Assignment from EOHHS or the ACO or MCO.
3. For each Assigned Enrollee, the Contractor shall create an Enrollee record in accordance with record keeping requirements set forth in **Section 2.5.A**.

B. Engagement

An Assigned Enrollee shall be considered an Engaged Enrollee when the Contractor has:

1. Completed a LTSS Care Plan;
2. The LTSS Care Plan has been approved and signed by the Assigned Enrollee and approved by the Assigned Enrollee's Primary Care Provider (PCP) or PCP's designee, as described in **Section 2.3.A.2**; and
3. The Contractor has submitted to EOHHS a "care plan complete" Qualifying Activity, as described in Section **2.5.C.**

C. Disengagement

1. Assigned Enrollees may voluntarily decline to participate in and Engaged Enrollees may voluntarily Disengage from the Contractor's LTSS CP program at any time by:
   a. Opting out of or refusing supports from the Contractor; or
   b. Choosing to receive LTSS CP Supports from another LTSS CP or choosing to receive CP Supports through a BH CP;
2. Assigned or Engaged Enrollees will be automatically unassigned or Disengaged from the Contractor if:
   a. The Assigned or Engaged Enrollee moves out of the Contractor's Service Area;
   b. The Assigned or Engaged Enrollee disenrolls from MassHealth;

c. The Assigned or Engaged Enrollee enrolls in an ACO or MCO with which the Contractor does not have a Contractual Agreement;

d. LTSS CP Supports are determined by the ACO or MCO, in consultation with the Contractor, to be no longer necessary (e.g. the Assigned or Engaged Enrollee achieves independence, his or her caregiver arrangement has changed, or his or her health has improved such that they no longer require LTSS); and

e. The Contractor has not performed a Qualifying Activity with the Assigned or Engaged Enrollee within six (6) months.

3. The Contractor shall report Disengagements to EOHHS, as described in **Section 2.6.A.1**.

4. Disengaged Enrollees shall not be considered Engaged Enrollees for any purpose under the Contract, including for purposes of calculating payment pursuant to **Section 5.**

Section 2.3 Community Partner Functions

A. Community Partner Supports

This section describes the activities the Contractor shall perform pursuant to the Contractual Agreements with ACOs and MCOs to promote coordination in the delivery and receipt of LTSS services to Enrollees. As described in further detail below, these activities include: 1) outreach, 2) LTSS care planning, 3) care team participation, 4) LTSS care coordination, 5) supporting transitions in care, 6) providing health and wellness coaching, and 7) connecting Engaged Enrollees with social services and community resources.

1. Outreach

The Contractor shall perform the below specified outreach functions for Assigned Enrollees for participation in the Contractor's LTSS CP:

a. Contact Assigned Enrollees—the Contractor shall contact Assigned Enrollees to inform each Assigned Enrollee of the option to receive LTSS CP Supports.

1) Information to be provided as part of outreach efforts shall include:

a) The functions of a CP Care Coordinator and the benefits of receiving LTSS CP Supports;

b) The option for an Assigned Enrollee to choose to or choose not to receive LTSS CP Supports;

c) If the Assigned Enrollee chooses to enroll in the LTSS CP program, the ability for the Assigned Enrollee to request a different CP Care Coordinator from the Contractor or choose to receive LTSS CP Supports from a different LTSS CP entity; and

d) The process for enrolling in the LTSS CP program.

2) Efforts to contact an Assigned Enrollee shall include a minimum of 3 attempts including at least one attempt to contact the Assigned Enrollee face-to-face, unless the Assigned Enrollee prefers to meet only by phone.

3) As described in **Section 2.5**, the Contractor shall document for each Assigned Enrollee contacts made to the Assigned Enrollee as part of outreach.

b. Obtain Participation Form—The Contractor shall obtain a signed LTSS CP participation form from each Assigned Enrollee who, after meeting with the Contractor and learning about the LTSS CP program, agrees to participate in the program. In performing this function the Contractor shall:

1) Explain the purpose of the participation form as confirmation of the Assigned Enrollee's consent to participate in the LTSS CP program;

2) Explain the Protected Information (PI) the Contractor intends to obtain, use and share for purposes of providing LTSS CP Supports;

3) Obtain a signed LTSS CP participation form from the Assigned Enrollee (or the Assigned Enrollee's authorized representative, if any) confirming that the Assigned Enrollee agrees to participate in the LTSS CP Program;

4) To the extent deemed necessary by the Contractor (with input from EOHHS and the applicable ACO or MCO, where appropriate) in accordance with its plan developed according to **Section 4.1.A.3.i**, obtain the Assigned Enrollee's written authorization to uses and disclosures of his or her Protected Information (PI) as necessary for providing LTSS CP Supports.;

5) Upon receipt of a signed participation form, the Contractor shall:

a) Assign a CP Care Coordinator to the Assigned Enrollee within 5 business days of the receipt of the signed participation form;

b) Initiate LTSS Care Planning; and

c) Maintain a copy of the LTSS CP participation form in the Assigned Enrollee's record.

c. In performing Outreach functions, the Contractor may develop and distribute informational materials on the LTSS CP program that have been approved by EOHHS prior to their use by the Contractor.

2. LTSS Care Planning

The Contractor shall develop a LTSS Care Plan for Assigned Enrollees that agree to participate in the Contractor's LTSS CP program, as described in this section. An Assigned Enrollee that has an approved LTSS Care Plan, as described in **this Section 2.3.A.2,** and for whom the Contractor has submitted a "care plan complete" Qualifying Activity, as described in **Section 2.5.C**, is referred to as an "Engaged Enrollee." Contractor

requirements for the ongoing monitoring, reviewing and updating of LTSS Care Plans for Engaged Enrollees is described in **Section 2.3.A.4** below.

a. LTSS Care Plan – General Requirements

1) The Contractor shall utilize the Comprehensive Assessment results from the ACO or MCO, and work with the Assigned or Engaged Enrollee, to develop and or update the LTSS Care Plan and shall ensure that each LTSS Care Plan meets the requirements set forth by EOHHS, and as described herein. The CP Care Coordinator shall review the results of the Comprehensive Assessment and notify the ACO or MCO if changes have occurred to the Assigned or Engaged Enrollee's functional status, including Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) needs, since the completion of the Comprehensive Assessment.

2) The LTSS Care Plan shall be developed by a CP Care Coordinator under the direction of the Assigned or Engaged Enrollee (and/or the Assigned or Engaged Enrollee's authorized representative, if any), and updated periodically, and as necessary, to reflect the Assigned or Engaged Enrollee's changing needs.

3) Individual LTSS Care Plans shall be:

a) Unique to each Assigned or Engaged Enrollee;

b) In writing;

c) Documented in the format required by EOHHS in **Section 2.3.A.2.d**;

d) Reflect the preferences, goals, strengths, needs and cultural considerations of the Assigned or Engaged Enrollee;

e) Incorporate the results of the Comprehensive Assessment and any assessments conducted for social services including, as appropriate, Flexible Services;

f) Approved and signed by the Assigned or Engaged Enrollee (or the Assigned or Engaged Enrollee's authorized representative, if any);

g) Shared with and approved by the Assigned or Engaged Enrollee's PCP or PCP's designee;

h) Shared with parties who need the LTSS Care Plan in connection with their supports of the Assigned or Engaged Enrollee or related operational activities involving the Assigned Enrollee, including members of the Engaged Enrollee's care team, and other providers who serve the Engaged Enrollee, including state agency or other case managers;

i) Prepared in alternative methods or formats (e.g., audio taping) to ensure that the Assigned or Engaged Enrollee understands the LTSS Care plan, if he/she is legally competent and is unable to read or has a sensory disability that may

compromise his/her ability to understand, respond to or agree to the LTSS Care Plan;

j) Translated into the primary language of the Assigned or Engaged Enrollee (or his/her authorized representative, if any), when the primary language is not English, and explained in the Assigned or Engaged Enrollee's primary language by LTSS CP or ACO staff or with the assistance of an interpreter; and

b. LTSS Care Planning—Planning Process

1) The CP Care Coordinator shall ensure that the Assigned or Engaged Enrollee (or authorized representative, if any) receives necessary assistance and accommodations to prepare for, fully participate in, and to the extent preferred, direct the care planning process and that the Assigned or Engaged Enrollee receives assistance in understanding LTSS terms and LTSS concepts, including but not limited to information on:

a) The Assigned or Engaged Enrollee's functional status;

b) How family members, social supports and other individuals of the Assigned or Engaged Enrollee's choosing, can be involved in the care planning process, at the direction of Assigned Enrollee;

c) Self-directed care options and assistance available to self-direct care;

d) The LTSS services or programs that the Assigned or Engaged Enrollee is currently receiving or authorized to receive, if applicable, and the range of LTSS available to the Assigned or Engaged Enrollee that may meet the Assigned or Engaged Enrollee's needs and for which he or she is potentially eligible.

c. LTSS Care Planning—Informed Choice

In developing or updating the LTSS Care Plan, the Assigned or Engaged Enrollee's CP Care Coordinator shall inform the Assigned or Engaged Enrollee about his or her options for specific LTSS services and programs and providers that may meet the Assigned or Engaged Enrollee's identified LTSS needs. In performing this function, the CP Care Coordinator shall document that the Assigned or Engaged Enrollee was informed of multiple service options available to meet his or her needs, as appropriate, and that at least two providers per service option, where applicable, were recommended to the Assigned or Engaged Enrollee.

d. LTSS Care Plan—Contents

The LTSS Care Plan shall include, at a minimum, the following items:

1) The MassHealth State Plan LTSS service(s) or program(s) recommended by the CP Care Coordinator and desired by the Assigned or Engaged Enrollee, other recommended LTSS desired by the Assigned or Engaged Enrollee, LTSS provider names and contact information for LTSS the Assigned or Engaged Enrollee is currently receiving, and how LTSS will be integrated and coordinated among health

care providers, BH providers, LTSS providers and community/social service providers that the Assigned or Engaged Enrollee is or may be receiving.

2) A list of the specific social services supports, including provider names and contact information, desired by the Assigned or Engaged Enrollee, that are appropriate, and the Assigned or Engaged Enrollee and the CP Care Coordinator believes to be necessary for the Assigned or Engaged Enrollee to meet social determinants of health needs and that may support the Assigned or Engaged Enrollee's ability to live successfully in the setting of their choice. Where applicable this list may include Flexible Services as described in **Appendix D**.

3) A section that identifies the Assigned or Engaged Enrollee's strengths, challenges, interests, choices, care goals, and personal goals.

4) A section that identifies the Assigned or Engaged Enrollee's accommodation needs.

5) A plan for addressing LTSS- or social services- related concerns or goals that are not otherwise addressed by the LTSS Care Plan.

6) A back-up plan to assist the Assigned or Engaged Enrollee in addressing contingencies in his/her LTSS services, including but not limited to: occasions when LTSS critical services or caregivers are unavailable, when back-up transportation is needed, when emergency repair is needed for durable medical equipment, and when there is a failure of other essential supports and services.

7) A contact list that includes phone and email of the Assigned or Engaged Enrollee's PCP, CP Care Coordinator, ACO or MCO care coordinator, if applicable, Assigned or Engaged Enrollee's caregiver, guardian (if applicable), other natural supports or caregivers and emergency contact(s).

8) LTSS service authorizations from EOHHS, where applicable, and as received from EOHHS, or its designee.

e. LTSS Care Planning—Assessments for Social Services, including Flexible Services

1) The Contractor shall assess the Assigned or Engaged Enrollee for social services and shall identify community and social services and resources that may support the health and wellbeing of the Assigned or Engaged Enrollee.

2) If the Assigned or Engaged Enrollee is enrolled in an ACO, the Contractor shall also assess the Assigned or Engaged Enrollee for Flexible Services. If Flexible Services are identified, the Contractor shall recommend Flexible Services to the Assigned or Engaged Enrollee's ACO for approval as a qualified Flexible Service.

3) The Contractor's social services assessment tool must be approved by EOHHS. EOHHS reserves the right to prescribe the use of a specific tool and reporting of outcomes of the assessment during the term of this Contract.

f. LTSS Care Planning—Documentation

LTSS Care Plans shall include documentation that:

1) The LTSS Care Plan was provided to, agreed to, and signed by the Assigned or Engaged Enrollee (or authorized representative, if applicable);

2) The Assigned or Engaged Enrollee was informed that recommended LTSS are subject to MassHealth medical necessity criteria and utilization management requirements including but not limited to prior authorization, where applicable;

3) The Assigned or Engaged Enrollee has been provided choice in LTSS services/programs during the care planning process;

4) The Assigned or Engaged Enrollee has been provided choice in available LTSS providers during the care planning process;

5) The Assigned or Engaged Enrollee has been notified of his or her rights, including:

   a) The right to approve the LTSS Care Plan;

   b) The right to appeal any denial, termination, suspension, or reduction in services through MassHealth;

   c) The right to request a different CP Care Coordinator from the Contractor;

   d) The right to request a different LTSS CP; and

   e) The right to submit an internal Grievance to the Contractor and the Contractor's internal Grievances procedure.

g. LTSS Care Planning—Development Timeframes

1) The initial LTSS Care Plan must be developed, approved and signed by the Assigned Enrollee and approved by the Assigned Enrollee's PCP or designee within 90 days of the Assigned Enrollee's Assignment to the Contractor. Assigned Enrollees that have an approved LTSS Care Plan are referred to as "Engaged Enrollees."

2) As further described in **Section 2.3.A.4** below, the LTSS Care Plan must be reviewed at the request of the Engaged Enrollee and must be reviewed, revised, approved and signed by the Engaged Enrollee and the Engaged Enrollee's PCP or PCP's designee every 12 months, and following a major change in the Engaged Enrollee's status that is not temporary or episodic and is due to functional limitations, including ADLs and IADLs, natural supports/caregivers, or living situation.

h. LTSS Care Planning—Submission

Completed LTSS Care Plans shall be:

1) Submitted to the ACO or MCO for approval by the PCP or designee; and

2) Provided to the Assigned or Engaged Enrollee, in an appropriate and accessible format, once approved by all parties.

3. Care Team Participation

An Engaged Enrollee's CP Care Coordinator shall participate as a member of the Engaged Enrollee's care team at the ACO or MCO as directed by the Engaged Enrollee. In performing this function, the Engaged Enrollee's CP Care Coordinator shall support the Engaged Enrollee's LTSS care need decisions and LTSS integration in the Engaged Enrollee's ACO or MCO care plan, including but not limited to:

a. Providing information and subject matter expertise to the care team about LTSS, the Engaged Enrollee's LTSS needs and preferences, service options, provider options, accessibility requirements, and barriers to care;

b. Advocating for appropriate care for the Engaged Enrollee;

c. Facilitating communication with other coordinators at state agencies and LTSS providers; and

d. Promoting and facilitating the integration of the Engaged Enrollee's LTSS care across physical, behavioral and LTSS areas, as well as social services and Flexible Services as applicable.

4. LTSS Care Coordination

a. The Engaged Enrollee's CP Care Coordinator shall provide the following ongoing LTSS care coordination to the Engaged Enrollee:

1) Provide information about various options for LTSS services and programs and LTSS providers that could meet the Engaged Enrollee's LTSS needs;

2) Assist the Engaged Enrollee in navigating and accessing needed LTSS and LTSS-related services;

3) Identify LTSS providers that serve or might serve the Engaged Enrollee and coordinating and facilitating communication between the Engaged Enrollee, ACO or MCO and these providers;

4) Provide ongoing monitoring and implementation of LTSS Care Plan to ensure LTSS are relevant and appropriate; and,

5) Monitor changes in status/life cycle events that may change the Engaged Enrollee's LTSS needs, including, but not limited to change in condition, housing status, and

natural supports/caregivers, and communicate changes to ACO or MCO, as necessary.

6) Update Engaged Enrollee's LTSS Care Plan during development timeframes described in **Section 2.3.A.2.g**. Updated LTSS Care Plan should:

   a) Meet LTSS care planning general requirements in **Section 2.3.A.2.a**;

   b) Meet informed choice requirements as described in **Section 2.3.A.2.c**;

   c) Include minimum contents as described in **Section 2.3.A.2.d**; and

   d) Include assessment of social services needs and review of new, revised or updated Comprehensive Assessment as described in **Section 2.3.A.2.e;**

   e) Include documentation as described in **Section 2.3.A.2.f**; and

   f) Be approved and signed by the Engaged Enrollee and meet submission requirements as described in **Section 2.3.A.2.h**.

b. Regular Contact with the Engaged Enrollee

The Engaged Enrollee's CP Care Coordinator shall maintain regular contact with the Engaged Enrollee to monitor and coordinate the Engaged Enrollee's LTSS Care Plan. In performing this function, the CP Care Coordinator shall:

1) At a minimum, conduct a face-to-face visit at home or in a location agreed upon by the Engaged Enrollee, with each Engaged Enrollee on a quarterly basis.

2) Make regular telephone contact with the Engaged Enrollee between face-to-face visits.

3) Provide advice and assistance to each Engaged Enrollee to support the Engaged Enrollee's goals and objectives as provided in his or her LTSS Care Plan.

4) Document all home visits and contacts with Engaged Enrollee in the Engaged Enrollee's case record.

5. Support for Transitions of Care

Engaged Enrollees receiving LTSS CP supports shall receive transition planning and transition coordination assistance as described herein. The Contractor shall:

a. Provide support for transitions of care, including:

1) Providing community expertise to Engaged Enrollees' ACO, MCO or applicable provider to facilitate transitional care management and follow-up;

2) As applicable, reviewing and updating LTSS Care Plan with Engaged Enrollee to ensure supports are in place to enable transition; assisting in the development of an

appropriate discharge plan prior to an Engaged Enrollee's discharge or change in setting, in coordination with appropriate staff, the Engaged Enrollee's PCP, and other providers. Where possible, the Contractor's CP Care Coordinator or designee should be present at discharge planning meetings;

3) Follow-up with Engaged Enrollees within 3 business days following any transitions in care including but not limited to discharge from an inpatient hospital stay, skilled nursing facility or Chronic Disease and Rehabilitation Hospital to update the Engaged Enrollee's LTSS Care Plan, to provide follow-up and transitional care support, and to coordinate any LTSS and social services as needed by the Engaged Enrollee. This includes:

b. Conduct a face-to-face visit with the Engaged Enrollee within 3 business days post discharge from facilities; and

c. Connect the Engaged Enrollee to appropriate social services, including Flexible Services, where applicable.

6. Health and Wellness Coaching

The Contractor shall provide health and wellness coaching as directed by the Engaged Enrollee's care team and as indicated in the Enrollee's ACO or MCO care plan. Health and wellness coaching may include:

a. Providing health coaching and information about symptom management to enable the Engaged Enrollee to be knowledgeable in the prevention and management of their chronic medical conditions;

b. Educating the Engaged Enrollee on how to reduce high risk behaviors and health risk factors such as smoking, inadequate nutrition and infrequent exercise;

c. Assisting the Engaged Enrollee to access health promotion activities such as smoking cessation, weight loss, etc.; and

d. Assisting the Engaged Enrollee in setting health and wellness goals as part of their care planning and ensuring goals are documented in the LTSS Care Plan and support the Engaged Enrollee towards achieving the goals.

7. Connect the Engaged Enrollee to Social Services and Community Resources

The Contractor shall connect the Engaged Enrollee to social services and community resources by:

a. Providing information and assistance in accessing social service needs identified while completing a social services assessment as part of LTSS care planning, as described in **Section 2.3.A.2.e**.

b. Initiating reassessment for social services and community resources as Engaged Enrollee circumstances change and documenting results in the Engaged Enrollee's LTSS Care Plan;

c. For Engaged Enrollees enrolled in an ACO, identifying and recommending Flexible Services as described in **Appendix D**, as appropriate, to the Engaged Enrollee's ACO;

d. Following up and ensuring the Engaged Enrollee is obtaining social services and community resources as indicated by the Engaged Enrollee's LTSS Care Plan and providing navigation assistance, as needed.

B. Collaboration and Coordination

The Contractor shall develop and maintain collaborative relationships with state agencies in support of its provision of LTSS CP Supports, including as applicable agencies such as the Executive Office of Elder Affairs, the Department of Mental Health, the Department of Developmental Services (DDS), the Department of Public Health, the Department of Youth Services (DYS), the Massachusetts Rehabilitation Commission, MassHealth, Massachusetts Commission for the Deaf and Hard of Hearing, and Massachusetts Commission for the Blind as well as with community based organizations and providers in the Contractor's service area, including other LTSS CPs:

1. In performing this function, the Contractor shall maintain collaborative working relationships with, and retain information on:

   a. LTSS providers in the Contractor's Service Area, including providers' capabilities and capacities;

   b. Social services providers, including Flexible Services providers, in the Contractor's Service Area, including providers' capabilities and capacities;

   c. Primary Care Providers and other specialists working with Assigned or Engaged Enrollees in the Contractor's Service Area.

2. Coordination with other MassHealth Programs that Provide Case Management

   For Engaged Enrollees who (1) participate in a 1915(c) Home and Community-Based Services (HCBS) Waiver, or (2) are receiving targeted case management through DYS case managers, Community Based Flexible Supports, or DDS service coordinators, or (3) are receiving Community Case Management (CCM), the Engaged Enrollee's CP Care Coordinator shall coordinate the provision of LTSS CP Supports with the Engaged Enrollee's HCBS Waiver case manager, DDS service coordinator, DYS case manager, and CCM, as applicable, to ensure that LTSS CP Supports supplement, but do not duplicate, functions performed by HCBS Waiver case managers, DDS service coordinators, DYS case managers, or CCM.

3. Coordination with the Home Care Program

   For Engaged Enrollees who are not in a 1915 (c) Home and Community-Based Services (HCBS) Waiver and who participate in the Home Care Program operated by the Executive Office of Elder Affairs (EOEA), the Engaged Enrollee's CP Care Coordinator shall coordinate the provision of LTSS CP Supports with the Engaged Enrollee's Home Care

Program case manager to ensure that LTSS CP Supports supplement, but do not duplicate, functions performed by the Home Care Program case manager.

Section 2.4 General Business Operations

A. Contractor Readiness Review Responsibilities

1. EOHHS will perform a Readiness Review of the Contractor, as described in **Section 3.4.** As a component of the Readiness Review, the Contractor shall

   a. 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 Operational Start Date. The Contractor shall provide EOHHS with a certification, in a form and format specified by EOHHS, demonstrating such readiness;

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

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

   d. Provide EOHHS with a remediation 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 remediation plan, in whole or in part.

2. 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 **Section 6.20** of this Contract;

B. Staffing

1. Staffing Requirements

   The Contractor shall:

   a. Maintain sufficient staff levels necessary to perform LTSS CP Supports for all Assigned and Engaged Enrollees;

   b. Recruit, employ, train and manage appropriate and qualified personnel, including supervisory staff, with diverse cultural and linguistic backgrounds and that meet minimum qualifications as specified in **Sections 2.4.B.2 and 2.4.B.3** and shall maintain staffing levels necessary to perform its responsibilities under this Contract;

   c. Conduct a Criminal Offender Records Information (CORI) check on all employees and contracted staff assigned to work under this Contract;

   d. Use the United States Office of the Inspector General's List of Excluded Individuals and Entities (LEIE) upon initial hiring or contracting and on an ongoing monthly basis

to screen employees and contractors, to determine if any such individuals or entities are excluded from participation in federal health care programs. The Contractor shall notify EOHHS of any discovered exclusion of an employee or contractor; and

e. Ensure that its supervisory staff and CP Care Coordinators participate in person-centered planning training, and other required trainings and activities as described in **Section 2.4.B.4** below.

2. CP Care Coordinator Qualifications

The Contractor's CP Care Coordinators shall have the following minimum qualifications:

a. A Bachelor's degree in social work, human services, nursing, psychology, sociology, or related field; or

b. An Associate's degree and at least one year professional experience in the field; or

c. At least three years of relevant professional experience.

3. Supervisory Staff Qualifications

The Contractor's supervisory staff that oversees CP Care Coordinators shall have the following minimum qualifications:

a. Master's Degree in social work, human services, nursing, psychology, sociology, or related field is required; and

b. At least three years of relevant professional experience.

4. Orientation and Training

a. As further directed by EOHHS, the Contractor's staff shall participate in periodic trainings to be conducted by EOHHS or its designee that shall cover various aspects of MassHealth payment reform including Accountable Care Organization and/or Community Partners initiatives.

b. The Contractor shall ensure that all staff who work directly with LTSS CP Assigned or Engaged Enrollees complete orientation trainings and annual refresher trainings on topics including, but not limited to:

1) Cultural competency;

2) Accessibility and accommodations;

3) Independent Living and Recovery principles;

4) Motivational interviewing;

5) Conflicts of interests, including but not limited to those described in **Section 2.4.D**, and the Contractors mitigation strategy for conflicts of interest;

6) Health and wellness principles; and

7) For CP Care Coordinators and supervisory staff,

   a) Person-centered Planning processes, using curriculum approved by EOHHS, and

   b) MassHealth State Plan LTSS and eligibility criteria.

C. General Organizational Requirements

1. The Contractor shall:

   a. Provide EOHHS, upon request, a description of the overall staffing structure for Contractor's performance under the Contract, which shall include but not be limited to an organizational chart that displays the reporting structure for each position and the number of FTEs and titles of all positions that the Contractor uses to perform the duties specified under this Contract;

   b. Provide EOHHS with the name and title of the Contractor's employee who is authorized and empowered to represent the Contractor in all matters pertaining to the Contractor's performance under this Contract;

   c. Provide EOHHS with the name and title of the Contractor's employee responsible for maintaining financial records; and

   d. Provide EOHHS, upon request, with job descriptions for all staff performing under this Contract and the names, titles, and resumes of all Contractor personnel assigned to the work under this Contract.

D. Conflict of Interest Policy

1. The Contractor shall develop, implement, and maintain a policy that addresses potential conflicts of interest arising from the Contractor's development of a LTSS Care Plan, any assessments performed by the Contractor, and functions performed under this Contract, which at a minimum, includes policies and procedures to ensure:

   a. CP Care Coordinators, Care Coordinator supervisory staff and other staff accessing Assigned or Engaged Enrollee information are not related to, or paid caregivers of the Assigned or Engaged Enrollee receiving LTSS CP Supports, or in any way financially responsible for empowered to make health or financial decisions for the Assigned or Engaged Enrollee;

   b. Appropriate administrative separation between the Contractor's CP Care Coordinators and Care Coordinator staff and any separate LTSS service delivery units the Contractor may have;

   c. Description of the approach the Contractor will use in sharing information with the Assigned or Engaged Enrollee (or their authorized representative, if applicable) to ensure unbiased and objective explanation about providers, services and programs;

d. Documentation of disclosure is provided to the Assigned or Engaged Enrollee (and/or their authorized representative, if applicable) when the is financially affiliated with a LTSS provider being recommended to the Assigned or Engaged Enrollee, or if the Assigned or Engaged Enrollee's MCO or ACO is financially affiliated with the Contractor; and,

e. Assigned or Engaged Enrollees are offered a choice of multiple LTSS to meet needs identified during the Comprehensive Assessment, and two or more service providers, where applicable, during the care planning process, and to ensure that Assigned or Engaged Enrollees are able to make appropriate changes to their service providers when requested; and

f. Documentation and tracking of referrals made to LTSS providers when the Contractor owns or is financially affiliated with the provider.

2. The Contractor shall submit its conflict of interest policy to EOHHS for review and approval prior to the Contract's Operational Start Date and when amended.

E. Contracting Requirements with ACOs and MCOs

At all times after the Operational Start Date, the Contractor shall maintain Contractual Agreements with ACOs and MCOs within the Contractor's Service Area, as determined by EOHHS. Such Contractual Agreements shall:

1. Be subject to review and prior approval by EOHHS;
2. Delineate roles and responsibilities of the Contractor in performing LTSS CP Supports (**Section 2.3**) for the ACO or MCO, and how the ACO or MCO will coordinate functions with the Contractor, and as further described in the ACO and MCO Model Contractual Agreements (**Appendix B**):

   a. Enrollee Referral and Assignment;

   b. Outreach;

   c. Administration of care management and care coordination;

   d. Authorization of services;

   e. Data sharing and IT systems;

   f. Conflict resolution between the Contractor and the ACO/MCO;

   g. Flexible Services; and

   h. Any other requirements or responsibilities specified by EOHHS.

F. Enrollee Protections

1. Grievances

   a. The Contractor shall develop, implement, maintain, and adhere to written policies and procedures, subject to EOHHS review and approval, for the receipt and timely resolution of internal Grievances from Assigned or Engaged Enrollees.

   b. The Contractor's Grievance policies and procedures shall not replace or eliminate Assigned or Engaged Enrollee's access to ACO or MCO Grievance policies and procedures.

   c. Prior to the Operational Start Date of the Contract, the Contractor shall provide EOHHS with its written Grievance policies and procedures which shall describe the Contractor's process for accepting, investigating, and resolving Grievances from Assigned or Engaged Enrollees.

   d. The Contractor shall provide Assigned or Engaged Enrollees information on its internal Grievance procedures during the care planning process, as described in **Section 2.3.A.2** and upon request.

2. Information and Accessibility Requirements

   a. With respect to any written information it provides Assigned or Engaged Enrollees, the Contractor shall make such information easily understood as follows:

      1) Make such information available in prevalent non-English languages specified by EOHHS;

      2) Make oral interpretation services for all non-English languages available free of charge to Assigned or Engaged Enrollee's and notify Assigned or Engaged Enrollees of this service and how to access it; and

      3) Make such information available in alternative formats and in an appropriate manner that takes into consideration the needs of Assigned or Engaged Enrollees, such as visual impairment and limited reading proficiency, cognitive deficiency and notify Assigned or Engaged Enrollees of such alternative formats and how to access those formats.

   b. The Contractor shall ensure Assigned or Engaged Enrollee visits with Care Coordinators are conducted in a manner to accommodate an Assigned or Engaged Enrollee's disability and language needs, including the use of safe and accessible meeting locations, language assistance (e.g. access to qualified interpreters), and auxiliary aids and services (e.g. documents that are accessible to individuals who are blind or have low vision).

3. Assigned and Engaged Enrollee Rights

   The Contractor shall provide Assigned or Engaged Enrollees with, and have written policies ensuring Assigned or Engaged Enrollees are guaranteed, the following rights, and

ensure that its employees, Affiliated Partners, and Material Subcontractors observe and protect these rights:

a. The right to receive written information in accordance with **Section 2.4.F.2** above;

b. The right to be treated with respect and with due consideration for his or her dignity and privacy;

c. The right to receive information on available LTSS options and alternatives, presented in a manner appropriate to the Assigned or Engaged Enrollee's condition and ability to understand;

d. The right to participate in decisions regarding his or her health care, including the right to refuse LTSS;

e. The right to request and receive any of the Assigned or Engaged Enrollee's medical records in the Contractor's possession, and be notified of the process for requesting amendments or corrections to such records;

f. The right to freely exercise his or her rights set forth in this section and not have the exercise of those rights adversely affect the manner in which the Contractor treats the Assigned or Engaged Enrollee; ;and

g. Not, in any way, be discriminated against on the basis of the Assigned or Engaged Enrollee's health status or need for health care services.

4. The Contractor shall not, in any way, discriminate against Assigned or Engaged Enrollees on the basis of their health status or need for health care services.

G. Continuity of Operations Plan

1. The Contractor shall maintain a continuity of operations plan that addresses how the Contractor's, Affiliated Partner's, and Material Subcontractor's operations shall be maintained in the event of a natural disaster or other event which leads to a significant disruption in operations due to staff absence and/or loss of utilities.
2. The Contractor shall provide copies of such plan with EOHHS upon request and shall inform EOHHS whenever such plan must be implemented.

H. Other Administrative Requirements

The Contractor shall:

1. Notify EOHHS and the ACOs and MCOs with whom the Contractor has a Contractual Agreement, on a monthly basis, of the Contractor's ability to accept new Assigned Enrollees based on Capacity;
2. Meet, at least quarterly, with the EOHHS or its designee to discuss performance under the Contract, including but not limited to: operational issues, billing issues, staffing levels, caseload capacity, and other things such as barriers to effective care coordination and integration of care;

3. For the purposes of such meetings, the Contractor shall provide to EOHHS, no later than seven business days prior to such a meeting, a written report that describes the Contractor's performance under the Contract, as directed by EOHHS, including documentation requested by EOHHS;
4. Provide, upon request, and cooperate with EOHHS in the review of, any documentation request by EOHHS to support its review, understanding, and management of the quality and performance of the Contractor, including but not limited to:

    a. Assigned and Engaged Enrollee records

    b. Contractor financial documentation and reports; and

    c. Employee training and credentials; and

5. Participate in trainings, community forums, Learning Collaboratives and other meetings and events related to the functions under the Contract as requested by EOHHS or its designee.

Section 2.5 Recordkeeping Requirements

A. General Recordkeeping

1. The Contractor shall maintain an information system for collecting, recording, storing and maintaining all data required under this Contract.
2. The Contractor shall utilize its information system to produce reports to EOHHS, as set forth in **Section 2.7.**

B. Enrollee Records

The Contractor shall:

1. Ensure a secure Electronic Health Record for each Assigned or Engaged Enrollee that includes but is not limited to:

    a. The LTSS Care Plan, as described in **Section 2.3.A.2**;

    b. A timely-updated record of communications with the Assigned or Engaged Enrollee and individuals on the Assigned or Engaged Enrollee's care team, or who are working with the Assigned or Engaged Enrollee, including the Assigned or Engaged Enrollee's: PCP, other providers, specialists, guardian and family members that documents, at a minimum, the following:

        1) Date of contact;

        2) Mode of communication or contact;

        3) Identification of the person contacted, if applicable

        4) The results of the contact; and

5) The initials or electronic signature of the CP Care Coordinator or other staff person making the entry;

c. The results of any Comprehensive Assessment; and

d. The results of any assessments for social services including, as appropriate, Flexible Services, as described in **Appendix D**; and

e. Assigned or Engaged Enrollee demographic information.

2. Ensure that all Assigned or Engaged Enrollee Electronic Health Records are current and maintained in accordance with this Contract and any standards as may be established from time to time by EOHHS.

3. Provide EOHHS with a copy of Assigned or Engaged Enrollee's Electronic Health Records within 30 days of a request, and make such records available for review by EOHHS or its designee on-site, if requested.

C. Qualifying Activities

The Contractor shall:

1. Maintain a record of LTSS CP Supports performed for each Assigned and Engaged Enrollee in the form of Qualifying Activities. LTSS CP Supports shall be categorized, titled and reported as Qualifying Activities on a schedule and in a format to be determined by EOHHS as follows:

a. Outreach, as described in **Section 2.3.A.1**;

b. Care planning, as described in **Section 2.3.A.2**;

c. Care coordination, as described in **Sections 2.3.A.3 and 2.3.A.4**;

d. Care plan complete, including approval by the Assigned Enrollee and/or authorized representative and approved by the Assigned Enrollee's PCP or PCP's designee;

e. Care transitions, as described in **Section 2.3.A.5**;

f. Health and wellness coaching, as described in **Section 2.3.A.6**; and

g. Connection to community resources and social services, as described in **Section 2.3.A.7**.

2. The Contractor's record of each Qualifying Activity must include, at a minimum:

a. The date of the Qualifying Activity;

b. The initials or electronic signature of the staff person who conducted the Qualifying Activity; and

c. Mode of Contact (e.g., face-to-face, via phone or video conferencing, or via electronic communication methods approved by EOHHS);

d. The type of Qualifying Activity as described above in **Section 2.5.C.1** and whether activity was conducted with an Enrollee or a Collateral contact;

e. Whether activity was conducted directly with the Assigned or Engaged Enrollee or with the Engaged Enrollee's Care Team, healthcare provider, or other Collateral contact;

f. The general content of what occurred during the Qualifying Activity; and

g. The planned follow up for each Qualifying Activity.

3. Provide EOHHS a record of each Qualifying Activity performed for each Engaged or Assigned Enrollee in a form and format and at a frequency specified by EOHHS.

Section 2.6 Reporting Requirements

The Contractor shall maintain an information system as specified in **Section 2.7**, for collecting, recording, storing and maintaining all data required under this Contract; and utilize its information system to produce reports to EOHHS as described below:

A. Reports

The Contractor shall submit reports to EOHHS, as requested by EOHHS, and to include:

1. Member Status Report

Using a reporting template developed by EOHHS, the Contractor shall report to EOHHS or its designee on a monthly basis, including, but not limited to the following information:

a. The number of Assigned Enrollees the Contractor was not able to locate;

b. The number of Assigned Enrollees as of the first of the month;

c. The number of Assigned Enrollees who declined to participate with the Contractor during the previous month and reasons for declining participation;

d. The number of Engaged Enrollees as of the first of the month;

e. The number of Engaged Enrollees who Disengaged during the previous month and reasons for Disengagement;

f. The number of Assigned and Engaged Enrollees with one or more Qualifying Activity completed during the month;

g. The number of Grievances made to the Contractor during the month, and the status or resolution of such Grievances; and

h. Average caseload for the month, as defined by EOHHS.

2. Quality Measures Report

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

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

   b. The Contractor shall provide all requested data in a form and format determined by EOHHS, no later than ninety (90) 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.

3. Other Reports

   The Contactor shall develop additional reports as requested by EOHHS, including reports described in **Section 4.1** below, and any reports necessary to support the DSRIP program. Upon written request by EOHHS, the Contractor will develop any other ad hoc, periodic, or ongoing reports required by EOHHS to evaluate the performance of the Contractor, or as otherwise may be determined necessary by EOHHS.

Section 2.7 Information Technology Requirements

The Contractor shall design and maintain an information technology system that complies with EOHHS requirements, policies, and standards, as further directed by EOHHS. Such information technology system must, at a minimum, include:

A. The capacity to support all statutory and regulatory requirements applicable to Enrollee records, including but not limited to those contained in 130 CMR 433.409 and 450.205 and 42 C.F.R. § 456.211.

B. The capability to send and receive eligibility files of Assigned and Engaged Enrollees in a form, format and frequency specified by EOHHS.

C. The capability to electronically store Assigned and Engaged Enrollee-related information including, at a minimum, the following:

   1. Assigned and Engaged Enrollee-level data pertaining to demographics and benefits;
   2. Assigned and Engaged Enrollee-level data that resides in both a live and archived environment;
   3. LTSS Care Plan as defined in **Section 2.3.A.2**;
   4. Qualifying Activities as described in **Section 2.5.C**.

D. Appropriate internal processes to determine the validity and completeness of data submitted to EOHHS.

E. Develop policies and procedures for information sharing, Electronic Health Record utilization, and Mass HIway connection with ACOs, MCOs and other providers who serve Assigned and Engaged Enrollees. EOHHS may, in its discretion, further specify requirements for information sharing;

F. Ensure all exchanges of Assigned and Engaged Enrollee information are secure and HIPAA compliant;

G. Use the Mass HIway for data exchange, including the LTSS Care Plan and other information to support transitions of care when it is appropriate; and

H. Subscribe and connect to a statewide Event Notification Service (ENS) once it has been developed by EOHHS.

Section 2.8 Quality Management and Quality Improvement

The Contractor shall:

A. Establish a quality management committee that meets at least quarterly and reports to the Contractor's Governing Body;

B. Require the quality management committee to establish and maintain a quality improvement plan, to be approved by EOHHS, as follows:

C. The plan shall include a systematic approach to improving processes and outcomes through the application of continuous quality improvement principles;

   1. The plan shall include at least one specific quality improvement initiative, which is implemented and evaluated annually. The annual quality improvement initiative shall address, at a minimum, at least one of the following areas:

      a. Quality of life,

      b. Chronic disease management,

      c. Caregiver stress,

      d. Community tenure,

      e. Isolation and social connectedness, or

      f. Care coordination and care transitions.

   2. The Contractor shall submit its quality improvement plan to EOHHS annually.

D. Report to EOHHS all Quality Measures as described in **Appendix C** in a form and format and at a frequency to be determined by EOHHS.

SECTION 3. EOHHS RESPONSIBILITIES

Section 3.1 Identification

EOHHS shall Identify Enrollees with complex LTSS needs for the purpose of assignment to a LTSS CP, using criteria to be determined by EOHHS. Identified Enrollees may include, but are not limited to:

A. Individuals with complex LTSS and behavioral health needs;

B. Individuals with brain injury or cognitive impairments;

C. Individuals with physical disabilities;

D. Individuals with Intellectual Disabilities and Developmental Disabilities (I/DD), including Autism;

E. Older adults (up to age 64) with LTSS needs; and

F. Children and youth (ages 3 - 21) with LTSS needs.

Section 3.2 Contract Management

EOHHS shall:

A. Identify a point of contact authorized and empowered to represent EOHHS regarding all aspects of the Contract;

B. Monitor compliance with the terms of the Contract;

C. Receive and respond to all inquiries and requests made by the Contractor under this Contract;

D. Inform the Contractor of any discretionary action by EOHHS under this Contract; and

E. Pay the Contractor in accordance with **Section 5**.

Section 3.3 Performance Evaluation

EOHHS or its designee will:

A. Administer an Engaged Enrollee experience survey. Such survey may include but shall not be limited to questions about the Enrollee's experience of support from the Contractor. EOHHS may modify the survey at EOHHS' discretion;

B. Set performance measure standards across all Contractors in collaboration with CMS;

C. Calculate the Total Quality Score and DSRIP Accountability Score annually for the Contractor as described in **Appendix C** and report the results of such calculation to the Contractor; and

D. At least annually, meet with the Contractor to evaluate the Contractor's progress in meeting its quality assurance measures and performance standards, in accordance with **Section 2.8**, and give the Contractor at least one month's prior notice of the date and time for such meeting.

Section 3.4 Contract Readiness

A. EOHHS will conduct a Readiness Review of the Contractor, as set forth in this Section. The Readiness Review must be successfully completed prior to the Contract Operational Start Date and before any LTSS CP Supports payments will be made to the Contractor pursuant to **Section 5**.

   1. 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 and any obligations of the Contractor under its Contractual Agreements, to the extent such obligations are mandated by the Contract. EOHHS reserves the right to conduct an additional Readiness Review in the event that the scope of the Contractor's provision of LTSS CP supports is expanded.
   2. The scope of the Readiness Review will include, but is not limited to, a review of the following elements:

      a. Executed Contractual Agreements between the Contractor and MCOs and ACOs for the Contractor's Service Area, as required by EOHHS, in accordance with **Section 2.4.E**;

      b. Executed Agreements between the LTSS CP and any Material Subcontractors to whom the LTSS CP intends to delegate contract responsibilities related to Community Partner Supports as described in **Section 2.3.A**;

      c. Staffing, including qualified personnel, in accordance with **Section 2.4.B**;

      d. Orientation and training, in accordance with **Section 2.4.B.4**;

      e. Enrollee informational materials, in accordance with **Section 2.3.A**;

      f. A consumer advisory board, in accordance with **Section 2.1.B**;

      g. Conflict of interest policy, in accordance with **Section 2.4.D**;

      h. Community Partner Supports capabilities, in accordance with **Section 2.3.A**;

      i. Comprehensiveness of quality management and quality improvement strategies, in accordance with **Section 2.8**;

      j. Grievance policies and procedures, in accordance with **Section 2.4.F**;

      k. At the request of EOHHS, a walk-through of any information systems, in accordance with **Section 2.7**, and capabilities to track Qualifying Activities, in accordance with **Section 2.5.C**.

3. Enrollees shall not be Assigned to 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.
4. EOHHS will identify to the Contractor all areas where, in EOHHS' determination, 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 remediation plan to remedy all deficiencies prior to the Contractor's Operational Start Date.
5. Alternatively, EOHHS may, in its discretion, postpone the Contractor's 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 Operational Start Date, and EOHHS does not agree to postpone the Operational Start Date, or extend the date for full compliance with the applicable Contract requirement, then EOHHS may terminate the Contract in accordance with **Section 6.24** and shall be entitled to recover damages from the Contractor.

Section 3.5 Technical Assistance

EOHHS may provide additional supports to the Contractor with accessing technical assistance as follows:

A. Such technical assistance may include:

1. Population health management and data analytics;
2. Financial accountability and risk management;
3. Identifying and evaluating return on investment for care management programs and strategies;
4. EHR and IT, including infrastructure, support, and training;
5. Enrollee engagement;
6. Clinical quality; and
7. Other areas identified by Contractor or EOHHS;

B. Such EOHHS support may include but is not 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.

C. EOHHS may require the Contractor to contribute funding towards or pay a portion of any technical assistance provided to the Contractor pursuant to this Section.

D. EOHHS may establish additional requirements, including but not limited to reporting requirements for Contractor and make technical assistance support conditional on such requirements

SECTION 4. DELIVERY SYSTEM INCENTIVE PAYMENT PROGRAM (DSRIP)

Section 4.1 Contractor Responsibilities and Reporting Requirements under DSRIP

A. DSRIP Participation Plan

1. The Contractor shall submit an initial DSRIP Participation Plan, in the form and format and containing the information set forth in **Section 4.1.B**, prior to the Contract Effective Date.
2. The Contractor's DSRIP Participation Plan must be approved by EOHHS prior to the Operational Start Date.
3. The Contractor's DSRIP Participation 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 ACOs and MCOs) 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 description of the demographics of the populations the Contractor supports or intends to support in the Service Areas covered;

   d. How the Contractor plans to engage Assigned Enrollees and be informed of the social services resources for Assigned and Engaged Enrollees in their Contractor's Service Area;

   e. A description of how the Contractor plans to perform LTSS CP Supports described in **Section 2.3** and ensure continuous quality improvement, as described in **Section 2.8**;

   f. A description of staffing models, workforce development plans and plans for sustainability of efforts after the end of DSRIP;

   g. As further specified by EOHHS, the planned investments and spending plan, including:

      1) Specific investments or programs that the Contractor will support with DSRIP funds. Examples of domains for potential CP investments or programs include but are not limited to:

         a) Technology: this category may include payments to support, for example, care management related software, IT project management resources, data analytics capabilities, mobile technology including tablets, laptops and smartphones for CP staff, LTSS CP Supports delivery technology, such as remote reporting software;

b) Workforce development: this category may include payments to support, for example, recruitment supports, training and coaching programs and certifications;

c) Business start-up: this category may include payments to support, for example, staffing and startup costs to develop full caseloads; and

d) Operational infrastructure: this category may include payments to support, for example, IT project management, systems change resources, performance management capabilities and additional operational support.

2) Estimates of the amount and structure (e.g., one-time vs. annual) of costs associated with each investment or program;

3) Description of how each investment or program will support the Contractor to provide the LTSS CP Supports and ensure integration of care across different settings of care;

4) Specific goals and milestones, internal evaluations, measurement or performance management strategies the Contractor will apply to these investments or programs to demonstrate effectiveness and inform subsequent revisions to the Participation Plan;

5) A five-year timeline for the Contractor's proposed spending on investments and programs;

6) A description of how the Contractor will ensure that Affiliated Partner, Material Subcontractor, Consortium Entity, or any organization or entity that receives infrastructure and capacity funding from the Contractor does not receive duplicate funding from any other source;

h. A description of the Contractor's plan to report on the DSRIP accountability metrics set forth in **Appendix C**; and

i. A plan to ensure the Contractor is capable of obtaining, using and sharing information (including PI) pertaining to Assigned Enrollees, Engaged Enrollees, and other individuals as necessary to enable the Contractor to provide LTSS CP Supports and otherwise comply with all applicable obligations of this Contract and the Contractual Agreements to which the Contractor is a party. Such plan shall provide for the Contractor to obtain, use and share PI and other information without the authorization of the applicable Enrollee or other individual to the fullest extent permitted under applicable privacy law or regulation and, with respect to any PI or other information that the Contractor cannot reasonably obtain, use or share under applicable law or regulation without such authorization, to obtain the Enrollee's or other individual's authorization of the same in a form and manner that complies with the Privacy and Security Rules, 42 CFR Part 2 and/or other applicable privacy law or regulation. Such plan shall be developed subject to input from EOHHS and the ACOs and MCOs with which the Contractor has entered into Contractual Agreements.

4. The Contractor shall modify, update, and resubmit to EOHHS for approval its DSRIP Participation Plan upon any significant changes in the Contractor's activities or investments under this Contract, as identified by EOHHS or the Contractor, and as otherwise requested by EOHHS.
5. The Contractor's DSRIP Participation Plan shall be subject to review and approval by EOHHS. EOHHS may withhold payments to the Contractor until EOHHS approves the Contractor's DSRIP Participation Plan.

B. Submit Budget Report and Budget Narratives to EOHHS as follows:

1. The Contractor shall submit the Budget Report and Budget Narratives to EOHHS as follows:

    a. The Contractor shall submit the Budget Report and Budget Narrative using a form and format to be specified by EOHHS;

    b. The Contractor shall submit the Budget Report and Budget Narrative for the Preparation Budget Period for approval by EOHHS by a date to be determined by EOHHS; and

    c. Prior to the start of each Budget Period or at another frequency specified by EOHHS, the Contractor shall submit a Budget Report and Budget Narrative for approval by EOHHS.

2. The Budget Report shall demonstrate how the Contractor proposes to spend infrastructure and capacity building payments received under the Contract for the Budget Period.

3. The Budget Narrative shall:

    a. Describe how the Contractor's proposed spending for the Budget Period will support the Contractor's DSRIP Participation Plan and the Contractor's activities under this Contract;

    b. Disclose any Affiliated Partner, Material Subcontractor, Consortium Entity, or any organization or entity that receives DSRIP funding from the Contractor that also receives DSRIP funding from another source. For each such entity, the Budget Narrative shall describe how the Contractor will ensure that its DSRIP funding will not be duplicated with DSRIP funding provided to the entity by other sources. EOHHS reserves the right to request the accounting allocations for all entities that receive DSRIP funding from the Contractor to ensure non-duplication of DSRIP funding.

4. The Budget Report and Budget Narrative shall be subject to modification and approval by EOHHS.
5. EOHHS may withhold payments to the Contractor until EOHHS approves the Contractor's budget and budget narrative for that Performance Year.

C. Submit an Annual Report and a Semiannual Progress Report to EOHHS as follows:

1. The Contractor shall produce an Annual Report within sixty (60) days of the end of each Budget Period in a format to be determined by EOHHS. The Annual Report shall include:

a. Summary of LTSS CP Supports (e.g. number of average supports provided, average frequency of supports provided per Engaged enrollee);

b. Description of successes, barriers, challenges and lessons learned regarding, at a minimum, outreach, care coordination and integration of care;

c. Sections pertaining to:

1) Quality management,

2) Staffing,

3) Finances, Budget Reports and Budget Narratives;

4) Grievances,

5) Consumer advisory board, and

6) Special populations served, including but not limited to:

a) Criminal justice involved, and

b) Homeless Enrollees; and

7) Additional information as requested by EOHHS.

2. The Contractor shall produce a Semiannual Progress Report in a format and by a date to be determined by EOHHS. The Semiannual Progress Report shall include:

a. Updated financial accountings of the Contractor's spending of infrastructure and capacity payments received under the Contract as described in **Section 5.1.B**;

b. Additional information as requested by EOHHS.

3. The Annual and Semiannual Progress Reports shall be subject to modification and approval by EOHHS;

4. EOHHS may withhold payments to the Contractor until EOHHS approves the Contractor's to-date Annual and Semiannual Progress Reports; and

5. EOHHS may reduce the Contractor's future payments or otherwise recoup payment from the Contractor if, upon review of the financial accountings contained in the Annual and Semiannual Progress Report, EOHHS determines that the Contractor has not expended all the Contractor's infrastructure and capacity payments in accordance with the Contractor's DSRIP Participation Plan or with the requirements of this Contract.

SECTION 5. PAYMENT AND FINANCIAL PROVISIONS

Section 5.1 Payment Terms

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:

A. LTSS CP Supports Payment

1. Except as provided in **Section 5.1.B**, for every month in which the Contractor performs a Qualifying Activity for an Assigned or Engaged Enrollee, EOHHS shall pay the Contractor a rate described in **Appendix F** per Assigned or Engaged Enrollee in accordance with the following terms:

   a. For the first three calendar months after an Assigned Enrollee's initial Assignment to the Contractor, EOHHS shall make payments per calendar month to the Contractor for each calendar month in which the Contractor performs a minimum of one Outreach Qualifying Activity with the Assigned Enrollee as set forth in **Section 2.5.C**;

   b. After the first three calendar months of an Assigned Enrollee's Assignment to the Contractor, EOHHS shall continue to make monthly payments to the Contractor only if:

      1) The Contractor has completed a LTSS Care Plan that is signed by the Assigned Enrollee and approved by PCP or PCP's designee as set forth in **Section 2.3.A.2**; and

      2) The Contractor performs at least one Qualifying Activity within the month. Qualifying activities can be provided face-to-face, via phone or video conferencing, or via electronic communication methods approved by EOHHS and may be provided directly to the Assigned or Engaged Enrollee or may involve communicating with the Assigned or Engaged Enrollee's providers and other individuals involved in the Assigned or Engaged Enrollee's care.

2. EOHHS shall not make payments to the Contractor for any Assigned Enrollee for whom a LTSS Care Plan is not complete, signed by the Assigned Enrollee and approved by PCP or PCP's designee after the first three calendar months of the Assigned Enrollee's Assignment to the Contractor.
3. EOHHS shall not make payments to the Contractor for any Disengaged Enrollee.
4. The Contractor shall submit Qualifying Activities to EOHHS on a monthly basis, in a form and format specified by EOHHS.
5. A portion of the Contractor's LTSS CP Supports payments will be withheld, as set forth in **Section 5.2**.

B. Infrastructure and Capacity Building Payments

1. EOHHS shall pay the Contractor infrastructure and capacity building payments to support the Contractor's investment in and advancement of the Contractor's capabilities to support its Assigned and Engaged Enrollees and to form partnerships with MCOs and ACOs. Specifically, infrastructure and capacity building payments will support the Contractor's investments in four categories:

   a. Technology;

   b. Workforce development;

   c. Business startup costs; and

   d. Operational infrastructure.

2. EOHHS shall make infrastructure and capacity building payment to the Contractor as follows:

   a. On or after the Contract Effective Date and upon approval of the Contractor's Preparation Budget Period Budget Report and Budget Narrative, EOHHS shall pay the Contractor a lump sum amount to be determined by EOHHS for the Preparation Budget Period.

   b. For Budget Period 1 through Budget Period 5, following EOHHS's approval of the Contractor's Budget Report and Budget Narrative for the relevant Budget Period, EOHHS will make ongoing infrastructure and capacity building payments to the Contractor as follows:

      1) EOHHS shall calculate the number of the Contractor's Engaged Enrollees as follows:

         a) For Budget Period 1, EOHHS shall estimate the number of Engaged Enrollees based on the Contractor's reported Capacity prior to the start of the Budget Period;

         b) For Budget Period 2 through Budget Period 5, EOHHS shall calculate the number of the Contractor's Engaged Enrollees as of December prior to the start of the Budget Period.

   c. EOHHS shall multiply the number of the Contractor's Engaged Enrollees by a monthly amount, to be determined by EOHHS.

   d. EOHHS shall pay the Contractor the resulting amount as follows:

      1) For Budget Period 1 through Budget Period 4, EOHHS shall make two payments per Budget Period.

      2) For Budget Period 5, EOHHS shall make one payment.

3) EOHHS may withhold payment for infrastructure and capacity building if the Contractor experiences a significant decrease in the number of Engaged Enrollees over the Budget Period, as determined by EOHHS.

e. A portion of the Contractor's infrastructure and capacity building payments will be withheld, as set forth in **Section 5.2**.

C. Outcomes-Based Payments

1. During Budget Periods 3-5, EOHHS may make additional payments based on the Contractor's performance on avoidable utilization metrics as described in **Appendix C**, as determined by EOHHS.
2. EOHHS will set the terms and conditions of these payments, including but not limited to setting performance standards on these metrics and determining frequency and amounts of payments.

D. The Contractor shall complete and submit documentation, as further specified by EOHHS, to be enrolled in EOHHS's Medicaid Management Information System (MMIS) to receive all payments outlined in this Section.

E. All payments are subject to federal approval and availability of funds. EOHHS reserves the right to reduce the amount of 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;

F. EOHHS may defer making a Budget Period's payments by up to one year from the end of such Budget Period, as further specified by EOHHS, including but not limited to due to the availability of funds; and

G. If the Contract is terminated for any reason prior to the end of the initial Contract Term, EOHHS may require the Contractor to pay back an amount not to exceed fifty percent (50%) of the infrastructure and capacity payments made to the Contractor as of the date of termination. If an Affiliated Partner or Consortium Entity who receives infrastructure and capacity payments exits the Contract or otherwise ceases its affiliation with the Contractor, the Contractor will be solely responsible to EOHHS for payment of any amounts owed under this provision.

Section 5.2 Accountability

EOHHS shall hold the Contractor accountable for performance through an at-risk payment model as follows:

A. EOHHS shall withhold a percentage of LTSS CP Supports and infrastructure and capacity building payments, as described in **Section 5.1**, beginning in Budget Period 2 and increasing over the course of the Contract as follows:

1. For Budget Period 2, EOHHS shall withhold 5% of all payments.
2. For Budget Period 3, EOHHS shall withhold 10% of all payments.
3. For Budget Period 4, EOHHS shall withhold 15% of all payments.

4. For Budget Period 5, EOHHS shall withhold 20% of all payments.

B. For Budget Period 2, EOHHS shall pay all or a percentage of withheld payments based on the Contractor's reporting of Quality Measures as defined in **Appendix C.**

C. For Budget Periods 3 through 5, EOHHS shall pay all or a percentage of withheld payments based on the Contractor's DSRIP Accountability Score, as calculated by EOHHS from performance on Quality Measures as defined in **Appendix C**.

D. Outcome-Based Payments will be calculated and payments will be made as described in **Section 5.1.C.**

SECTION 6. ADDITIONAL TERMS AND CONDITIONS

Section 6.1 Assignment

The Contractor will not assign or transfer any right or interest in this Contract to any successor entity or other entity without the prior written consent of EOHHS.

Section 6.2 Independent Contractors

The Contractor, its employees, subcontractors, and any other of its agents in the performance of this Contract, will act in an independent capacity and not as officers or employees of EOHHS or the Commonwealth of Massachusetts.

Section 6.3 Requirements for Subcontractors

In addition to the provisions of Section 9 of the Commonwealth Terms and Conditions, the following provisions shall apply to all subcontracts:

A. The Contractor shall maintain in writing all subcontracts relating to this Contract.

B. All subcontractors and subcontracts are subject to EOHHS' approval, which may include reviewing any subcontract documents or contracts or processes, meeting with the perspective subcontractor, or requiring resumes of the subcontractor's key personnel.

C. All such subcontracts must contain all relevant provisions of this Contract and Commonwealth Terms and Conditions appropriate to the subcontracted service or activity and all terms of such subcontracts must be consistent with all terms and conditions of this Contract. Without limiting the generality of the foregoing, the Contractor must ensure that it complies with all applicable privacy and security provisions with respect to any subcontractor that uses, maintains, discloses, receives, creates or otherwise obtains personal information.

D. The Contractor must obligate in writing all such subcontractors to comply with all data privacy and data security provisions, including any obligations that the Contractor undertakes under any confidentiality agreements pertaining to personal data or protected health information as may be required under HIPAA or other state or federal law.

E. The Contractor is fully responsible for any subcontractor's performance and for meeting all terms and requirements of this Contract. The Contractor will not be relieved of any legal obligation under this Contract, regardless of whether the Contractor subcontracts for

performance of any Contract responsibility. Without limiting the generality of the foregoing, the Contractor shall not be relieved of any obligation or condition under this Contract because personal information or other information was in the hands of a subcontractor.

Section 6.4 Prohibited Activities and Conflict of Interest

The Contractor, the Contractor's Affiliated Partners, and the Contractor's Consortium Entities shall not have any interest that will conflict with the performance of services under the Contract or that may be otherwise anti-competitive, as determined by EOHHS, for the duration of the Contract.

Section 6.5 Insurance

The Contractor agrees to provide, pay for and maintain at the Contractor's expense all insurance required by state or federal law for its employees, as applicable, including workers' compensation and unemployment compensation and insurance coverage of such type and in such amounts as will completely protect the Contractor and EOHHS, its officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this Contract. The Contractor shall provide EOHHS with evidence of proper Workers' Compensation Insurance and Professional Liability Insurance and General Liability Insurance by October 1 of each year.

Section 6.6 Contract Term

This Contract shall be in effect upon execution and end on June 30, 2023, subject to (1) the Contractor's satisfactory performance, as determined by EOHHS, of all duties and obligations under this Contract; and (2) the provisions of **Section 6.24**; provided, however that EOHHS may extend the Contract in any increments for up to two (2) additional years at the sole discretion of EOHHS, upon terms agreed upon 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 resulting from this RFR is subject to further legislative appropriations, continued legislative authorization, and EOHHS' determination of satisfactory performance.

Section 6.7 Waiver

EOHHS's 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, will 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 6.8 Indemnification

Unless otherwise exempted by law, the Contractor agrees to protect, defend, indemnify and hold harmless the Commonwealth, including EOHHS, its agents, officers and employees against any and all claims, losses, actions, liabilities, expenses, subrogations and costs for any real or alleged personal injury or property damages, patents, copyright infringement or other damages that the Commonwealth may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees, Consortium Entities, Affiliated Partners, or Material

Subcontractors. The Contractor shall at no time be considered an agent or representative of EOHHS or the Commonwealth. After prompt notification of a claim by the Commonwealth, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement or judgment. The Commonwealth shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law. (This is a restatement of Section 11 of the Commonwealth Terms and Conditions.)

Section 6.9 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 part 80, 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.

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 6.10 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 6.11 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 6.12 No Third-Party Enforcement

No person not executing this Contract shall be entitled to enforce this Contract against a party hereto regarding such party’s obligations under this Contract.

Section 6.13 Section Headings

The headings of the sections of this Contract are for convenience only and will not affect the construction hereof.

Section 6.14 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 6.15 Effect of Invalidity 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 6.16 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 6.17 Corrective Action Plan

If, at any time, EOHHS reasonably determines that the Contractor is deficient in the performance of its obligations under the Contract, EOHHS may require the Contractor to develop and submit a corrective action plan that is designed to correct such deficiency. 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. The Contractor shall promptly and diligently implement the corrective action plan as approved by EOHHS.

EOHHS may also initiate a corrective action plan for the Contractor to implement. The Contractor shall promptly and diligently implement any EOHHS-initiated corrective action plan. Failure to implement the corrective action plan may subject the Contractor to termination of the Contract by EOHHS.

Section 6.18 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's review and approval, as described in **Section 6.17**;

B. Suspend or recover payments from the Contractor;

C. Impose sanctions as described in **Section 6.19**; and/or

D. Terminate the Contract with or without cause as EOHHS determines appropriate.

Section 6.19 Sanctions

A. EOHHS may, at its sole discretion, impose any or all of the sanctions in **Section 6.19.B**, if the Contractor:

1. Fails substantially to perform the functions required under this Contract to Enrollees;
2. Imposes charges on Enrollees for any services rendered under this Contract;
3. Discriminates against individuals;
4. Misrepresents or falsifies any information related to this Contract;
5. Fails to comply with all applicable federal or state statutory or regulatory requirements;
6. Violates restrictions or other requirements regarding Outreach, as described in **Section 2.3.A.1** and the use of informational materials;
7. Submits claims for payment to EOHHS that do not comply with the requirements of this Contract;
8. Fails to comply with any corrective action plan required by EOHHS; or
9. Fails to comply with any other requirements of this Contract.

B. Such sanctions may include:

1. Financial penalties;
2. Suspension of payment to the Contractor;
3. Limitations on the number of Enrollees served under the Contract;
4. Reassignment of Enrollees to another CP entity; and
5. Any other actions EOHHS may deem appropriate, including Contract termination as described in **Section 6.24** hereunder.

Section 6.20 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, services, covered benefits, 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;
3. 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 the Contractor to subscribe to a statewide Event Notification Service once it has been developed by EOHHS;
4. Expansion of, or changes to, enrollee identification, assignment methodology, and focus populations;
5. Other programs, such as Enhanced Community Partner Supports, as specified by EOHHS; and
6. Programs or information technology systems resulting from state or federal legislation, including but not limited to changes related 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 6.21 Cover

EOHHS may provide or procure the services reasonably necessary to cure any default by the Contractor if, in EOHHS's reasonable judgment: 1) the Contractor's default is not so substantial as to require Contract termination; 2) reasonable efforts to induce the Contractor to cure are unavailing; and 3) the default can be covered by EOHHS or another resource without unduly interfering with the Contractor's continued performance. If EOHHS finds it necessary to cover the default under these circumstances, the Contractor shall reimburse EOHHS for the reasonable cost of cover.

Section 6.22 Authorizations

This Contract is subject to any necessary federal and state approvals, including but not limited to the Office of the Comptroller, and, where applicable, the Massachusetts Office of the Attorney General.

Section 6.23 Amendments

The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein. By mutual agreement, the parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory, or DSRIP Protocol provisions, provided that such amendment is in writing, signed by both parties, and attached hereto.

Section 6.24 Termination

EOHHS may terminate this Contract upon any of the following events:

A. If EOHHS determines, in its sole discretion, that the Contractor has materially breached any of its obligations under this Contract or fails to complete obligations under this Contract to EOHHS's satisfaction;

B. In accordance with any data privacy, security or management agreement between the Contractor and EOHHS that may be executed in accordance with Section 6.27.

C. Cessation in whole or in part of state or federal funding for the Contract; or,

D. The Contractor fails to accept payment terms offered by EOHHS.

Prior to terminating this Contract as permitted above, EOHHS in its sole discretion, may provide an opportunity for the Contractor to cure or end the breach. If such an opportunity is provided, but cure is not feasible, or the Contractor fails to cure the breach or end the violation within a time period set by EOHHS, EOHHS may terminate the Contract immediately upon written notice.

Section 6.25 Intellectual Property

A. Contractor Property and License

   1. The Contractor will retain all right, title and interest in and to all intellectual property developed by it, (i) for clients other than the Commonwealth, and (ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the Contractor in connection with such work product (hereinafter the "Contractor Property"). EOHHS acknowledges that its possession or use of Contractor Property will not transfer to it any title to such intellectual property.
   2. Except as expressly authorized in this Contract, EOHHS will not use, copy, modify, publicly display, publicly perform, distribute, transmit or transfer by any means, display, or sublicense the Contractor Property.
   3. The Contractor grants EOHHS a fully paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the Contractor Property, in any media now known or hereafter known, but only to the extent reasonably necessary for EOHHS's purposes pursuant to this Contract.

4. Notwithstanding anything contained herein to the contrary, and notwithstanding EOHHS's use of the Contractor Property under the license created herein, the Contractor shall have all the rights and incidents 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.

B. EOHHS Property

1. In conformance with the Commonwealth Terms and Conditions, except for the Contractor Property, the Contractor acknowledges and agrees that any and all tasks, deliverables and other work product (which includes, but is not limited to, all reports, summaries, documentation, outlines, plans, processes, know-how, methodologies, layouts, presentations, designs, graphics, specifications, results, user manuals, training materials, work flows, data flows and content) created for or provided to EOHHS by the Contractor or, where applicable, any of its subcontractors as a result of the Contractor's performance of the services described herein, or other obligation set forth in this Contract (collectively "EOHHS Property") are "works made for hire" as such term is defined in the U.S. Copyright Act, and all right, title and interest in the EOHHS Property shall belong to EOHHS. If any EOHHS Property is not subject to the "works made for hire" provisions of the Copyright Act, the Contractor hereby assigns, on behalf of itself and its subcontractors, to EOHHS, all right, title and interest the Contractor or its Subcontractors may now have or hereafter acquire in and to all such EOHHS Property and the results of all services provided by the Contractor or its subcontractors hereunder. The Commonwealth of Massachusetts and its assignees shall be the sole owner of all patents, copyrights, trademarks, trade secrets, and other rights and protection in the EOHHS Property. The Contractor agrees to assist EOHHS to obtain and enforce patents, copyrights, trademarks, trade secrets, and other rights and protection relating to such EOHHS Property, and, to that end, the Contractor shall execute all documents used in applying for and obtaining such patents, copyrights, trademarks, trade secrets and other rights and protection on and enforcing such EOHHS Property as EOHHS may desire, together with any assignments thereof to EOHHS.
2. To the extent that any Contractor or third-party intellectual property (collectively, the "Third Party Property") is contained in any EOHHS Property, the Contractor hereby grants to EOHHS a fully paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works of the Third Party Property. Nothing in the foregoing provisions restricts EOHHS from licensing the EOHHS Property or Third Party Property to the U.S. Department of Health and Human Services or any other federal or state agency in accordance with applicable regulations. The Contractor hereby represents and warrants that it has obtained all necessary rights and clearances and has the authority to grant the rights and licenses to the EOHHS Property and the Third Party Property as described herein.
3. All data acquired by the Contractor from EOHHS or from others 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.

4. 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.
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 thereunder.
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 6.26 Notification of Administrative Change

The Contractor shall notify EOHHS in writing no later than 30 days prior to any change affecting its organization or its performance of its responsibilities under this Contract, but if a change in business structure is contemplated, the Contractor shall provide a minimum of three months' notice to EOHHS.

Section 6.27 Data Privacy, Security and Management

A. The Contractor shall comply with all state and federal laws and regulations applicable to the privacy and security of Protected Information (PI) created, received, acquired, used, transmitted or maintained on behalf of the Contractor, including, without limitation, federal regulations governing the confidentiality of information about Medicaid applicants and beneficiaries (42 CFR Part 431, Subpart F) and substance abuse treatment (42 CFR Part 2), and any other legal obligations regarding the privacy and security of such information to which the Contractor is subject. Without limiting the generality of the foregoing, if the Contractor is a health care provider or other Covered Entity subject to the Privacy and Security Rules, the Contractor shall comply with all provisions of the Privacy and Security Rules applicable to the Contractor thereunder.

B. The Contractor acknowledges that in providing LTSS CP Supports and otherwise complying with its obligations under this Contract and/or its Contractual Agreements, it is expected that the Contractor will be the Business Associate of EOHHS and/or the ACOs and MCOs with which it has such Contractual Agreements. The Contractor agrees that, in providing LTSS CP Supports and otherwise complying with such obligations, it shall execute and comply with the terms and conditions of any business associate arrangement or other agreement relating to the privacy, security or management of Protected Information (PI) that EOHHS and/or the ACOs and MCOs with the Contractor has entered into Contractual Agreements may deem necessary or appropriate including, without limitation, those set forth on Appendix G hereto.

C. The Contractor's obligations to use and disclose information (PI) under this Contract shall be subject to compliance with all applicable privacy laws and regulations. In accordance with Section 4.1.A.3.i hereof, the Contractor shall develop, maintain and adhere to a plan for obtaining an Enrollee's or other individual's authorization to the use or disclosure of his or her PI or other information if and when necessary for the Contractor to be able to use or disclose such information under applicable law or regulation.

Section 6.28 Contract Officers

EOHHS designates Sophie Jones, Director Community Partners and Social Services Integration, as Contract Officer, who shall be authorized and empowered to represent EOHHS with respect to all matters relating to this Contract. Such designation may be changed during the period of this Contract only by written notice.

The Contractor designates [TBD], as Contract Officer, who shall be authorized and empowered to represent the Contractor with respect to all matters relating to the implementation of this Contract. Such designation may be changed during the period of this Contract only by written notice.

Section 6.29 Order of Precedence

Any ambiguity or inconsistency between these documents shall be resolved by applying the following order of precedence:

A. The Massachusetts Standard Contract Form;

B. The Commonwealth Terms and Conditions;

C. This Contract, including any attachments and amendments hereto; and

D. The RFR and the Contractor's response to the RFR.

Section 6.30 Record Retention, Inspection, and Audit

The Contractor shall cause the administrative and medical records maintained by the Contractor and its subcontractors as required by EOHHS and other regulatory agencies, to be made available to EOHHS and its agents, designees or contractors, any other authorized representatives of the Commonwealth of Massachusetts or the United States Government, or their designees or contractors, at such times, places, and in such manner as such entities may reasonably request for the purposes of financial and/or medical audits, programmatic review, inspections, and examinations, provided that such activities shall be conducted during the normal business hours of the Contractor. Such records shall be maintained and available to EOHHS for seven (7) years. Such administrative and medical records shall include but not be limited to care management/care coordination documentation, financial statements, contracts with subcontractors, including financial provisions of subcontractor contracts. The Contractor further agrees that the Secretary of the U.S. Department of Health and Human Services or his designee, the Governor or his designee, and the State Auditor or his designee may inspect and audit any financial records of the Contractor or its subcontractors.

Notwithstanding the generality of the foregoing, 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.

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 an overnight delivery service with acknowledgement of receipt to:

To EOHHS:
[Name]
[Title]
Executive Office of Health and Human Services
One Ashburton Place, 11th floor
Boston, MA 02111

With copies to:
Office of the General Counsel
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

EOHHS Accounting Unit
600 Washington Street – 7th Floor
Boston, MA 02110

To the Contractor:
[Name]
[Contractor]
[Address Line 1]
[Address Line 2]