

**Design and Implementation of the
MassHealth Accountable Care Organization/Community Partner Integration Learning
Collaborative
through the MassHealth DSRIP Technical Assistance Program
Request for Proposal (RFP) No. RFP-DHE-FY2018-24761-0002**

Issuance Date: May 29, 2018

Dear Prospective Bidder,

Thank you for your interest in being considered as a Subcontractor under the Massachusetts Executive Office of Health and Human Services (EOHHS) Payment Reform Technical Assistance Program (MassHealth DSRIP TA Program), implemented and managed by Abt Associates Inc. This RFP, the **Design and Implementation of the MassHealth Accountable Care Organization/Community Partner (ACO/CP) Integration Learning Collaborative**, is the first of three RFPs to design and implement Learning Collaboratives. A second RFP to design and implement MassHealth Community Health Worker and Peer Specialist Learning Communities has also been issued, and a third RFP to design and implement a series of time-limited mini-conferences (called Statewide Investments (SWI) Pop-Ups) that explore numerous topics related to accountable care will be issued at a future date.

This letter and the Attachments defined below constitute the full RFP package which must be reviewed and complied, in full, for your proposal to be considered for an award.

A Bidder's Conference is planned for Monday, June 4, 2018, 10:00 AM ET, to provide an opportunity for interested organizations to learn more about this RFP and the program it is associated with. Written questions concerning the RFP will be accepted through Friday, June 8, 2018, and upon receipt of a signed Intent to Bid form (included here as Attachment A), Bidders will be provided with a copy of the Q&A. **Proposals are due on Friday, July 13, 2018 at 5:00 PM ET.**

Your invitation to submit a proposal does not constitute a commitment on Abt Associates' behalf to award an agreement of any type. All awards will be awarded and implemented in accordance with the requirements of the Commonwealth of Massachusetts and Abt Associates' internal management policies.

Abt Associates may, at its sole discretion, modify or amend any provision of this RFP.

Abt Associates reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in Abt Associates' best interests.

Abt Associates employees may not ask for, and applicants are prohibited from offering, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation to obtain or reward improper favorable treatment regarding this or any solicitation. Any improper request from a program employee should be reported to Abt Associates immediately.

The following Attachments are included with this RFP:

Attachment A: Intent to Bid form



- Attachment B: Statement of Work
- Attachment C: Technical Proposal Format
- Attachment D: Budget Template and Instructions and Detailed Budget Template
- Attachment E: Required Administrative Documents (2)
 - a. Abt Associates Representations and Certifications
 - b. Supplier Profile Form
- Attachment F: References
- Attachment G: Subcontract Template, including Terms and Conditions of Award
- Attachment H: ACO/MCO-CP Agreement Appendix to ACO/MCO and CP Contracts with MassHealth

SECTION I. PROGRAM OVERVIEW

A. OBJECTIVE

The Massachusetts Executive Office of Health and Human Services (EOHHS) is the single state agency responsible for administering the Commonwealth’s Medicaid program and its Children’s Health Insurance Program (together, MassHealth). Through the MassHealth program, a wide range of preventative, acute, chronic, and facility-based long-term support services are covered. In its capacity as the Medicaid agency, EOHHS is responsible for the administration of an 1115 Medicaid Demonstration, including the Delivery System Reform Incentive Payment (DSRIP) program. Through this program, MassHealth strives to improve the care members receive and the overall efficiency of that care through innovative service delivery that promotes enhanced care coordination and integration. The purpose of this Request for Proposals (RFP) is to identify a qualified Subcontractor to design and implement the **“MassHealth Accountable Care Organization/Community Partners (ACO/CP) Integration Learning Collaborative”** under the authority of the Payment Reform Technical Assistance Program (MassHealth DSRIP TA Program). Abt Associates invites organizations with relevant experience and expertise to submit a proposal in accordance with the information and requirements of this RFP document and the attachments and appendices referenced herein. Abt intends to award a single Firm Fixed Price Subcontract to a qualified organization, after a thorough evaluation of their technical proposal in accordance with the evaluation criteria included in this RFP, as well as the organization’s responsiveness to the overall RFP requirements.

In addition to this MassHealth ACO/CP Integration Learning Collaborative, Abt and MassHealth will be procuring for two additional learning collaboratives: 1) the MassHealth Community Health Worker and Peer Specialist Learning Communities, and 2) a series of time-limited mini-conferences (called Statewide Investments (SWI) Pop-Ups) that explore numerous topics related to accountable care. The RFP for the MassHealth Community Health Worker and Peer Specialist Learning Communities was released concurrently with this RFP for the MassHealth ACO/CP Integration Learning Collaborative, and the RFP for the SWI Pop-Ups will be released in the coming weeks.

The issuance of this RFP does not constitute an award commitment on the part of Abt Associates, nor does it commit Abt Associates to pay for any costs incurred in the preparation or submission of a proposal.

Abt Associates reserves the right to reject any or all responses received or any part thereof, on any basis or for any reason and to accept any response or any part thereof, or to waive any informalities when it is deemed to be in Abt Associates’ best interest.

Bidders are expected to clearly describe their experience and expertise in the design and implementation of shared learning forums. Of critical importance to address is their ability to work closely with EOHHS on all aspects of the project while taking the lead on designing and managing the learning collaborative under the guidance and oversight of Abt Associates. A prospective Subcontractor may be any U.S. organization in good financial standing, and is not limited to organizations residing in the Commonwealth of Massachusetts.

B. BACKGROUND

Abt Associates Inc. (“Abt”) is the Managing Vendor for the Massachusetts EOHHS MassHealth DSRIP TA Program under Task Order - Implementation and Management of the Payment Reform Technical Assistance Program, under the Commonwealth of Massachusetts Executive Office of Health and Human Services Master Statewide Contract No. PRF61. Abt’s work as the Managing Vendor for the MassHealth DSRIP TA Program commenced on December 4, 2017 and is currently scheduled to end on June 30, 2018. The Commonwealth of Massachusetts has the right to extend this performance period until December 31, 2022.

MassHealth’s Section 1115 demonstration provides an opportunity to restructure MassHealth to emphasize value in care delivery and better meet members’ needs through more integrated and coordinated care. As a component of the Section 1115 demonstration, DSRIP specifically supports:

- (1) the implementation of payment and delivery system reforms that promote member-driven, integrated, coordinated care and hold providers accountable for the quality and total cost of care;
- (2) improved integration among physical health, behavioral health (BH), long-term services and supports (LTSS) and health-related social services; and
- (3) safety-net providers to sustainably ensure continued access to care for MassHealth and low-income, uninsured individuals.

Newly created Accountable Care Organizations (ACOs) and Community Partners (CPs) are at the center of the MassHealth restructuring efforts (see [Attachment F](#) for the full list).

- ACOs are provider-led health systems or organizations that will integrate physical health, BH, LTSS, and health-related social service needs. ACOs will be held accountable for the overall cost, quality, and health outcomes of care for their patients. There are three models for MassHealth ACOs – Model As, in which an ACO partners with a single managed care organization (MCO); Model Bs, which work directly with MassHealth to provide primary care and coordinate access to a full range of services; and Model Cs, in which the ACO is part of the primary care provider network for one or more MassHealth MCOs.
- CPs are entities procured by EOHHS to work with ACOs to ensure integration of care, as further specified by EOHHS. There are two types of CPs – Long-Term Services and Supports CPs (LTSS CPs) and Behavioral Health CPs (BH CPs).

Attachment H outlines what exists in the contracts between the MassHealth ACOs and CPs. This document is included for reference only, and is one of multiple versions, depending on the ACO model (Model A, B, and C) and the CP type (BH and LTSS). The successful bidder will receive additional documents and access to MassHealth stakeholders, as appropriate, to aid in the design of the Learning Collaborative.

C. PROGRAM DESCRIPTION

As part of DSRIP, MassHealth is supporting Statewide Investments (SWIs), a portfolio of eight investments that build and strengthen the statewide health care workforce and health care delivery infrastructure and complement individual ACO and CP investments. The largest investment among

the SWIs is the MassHealth DSRIP TA Program, which will provide TA to ACOs and CPs via three different mechanisms:

- Direct TA for well-defined projects;
- Shared learning forums; and
- Standardized trainings.

This RFP seeks a vendor to design and implement a shared learning forum focused on supporting ACOs and CPs in improving clinical integration. This shared learning forum will take the form of a learning collaborative. Its goal will be to advance the efforts of MassHealth ACOs and CPs to integrate their cultures, workflows, care processes, and data in order to better achieve MassHealth payment and care delivery reform goals.

Attachment B provides a detailed Statement of Work to guide the preparation of a proposal for this program. This RFP makes available \$350,000, which will support both the design and the implementation of the MassHealth ACO/CP Integration Learning Collaborative over a period of 12 months from the contract start date.

D. AUTHORITY/GOVERNING REGULATIONS

Abt Associates Inc. is the Managing Vendor for the Massachusetts EOHHS MassHealth DSRIP TA Program under the awarded Task Order entitled “Implementation and Management of the Payment Reform Technical Assistance Program”, under the Commonwealth of Massachusetts Executive Office of Health and Human Services Master Statewide Contract No. PRF61.

Abt is required to ensure that all organizations receiving funding under the Prime Contract comply with Abt, MassHealth, and Commonwealth of Massachusetts laws, regulations and instructions, as applicable to the respective terms and conditions of their awards. Attachment G to this RFP includes a draft Subcontract Template with all applicable terms, conditions, and provisions for your review.

In no event should there be a right to protest or seek a claim based on Abt Associates’ exercise of its discretion or judgment in evaluating or awarding a Subcontract arising from or relating to a Bidder’s proposal. Abt Associates reserves the right to cancel this procurement at any time without prior notice. Abt Associates may require the Bidder to participate in discussions, solely at Abt Associates’ discretion, and to submit such financial, technical or other revisions of their proposals that may result from such discussions. The Bidder expressly waives any and all rights and remedies under any civil action arising from or related to the submittal of a proposal.

SECTION II. AWARD INFORMATION

Abt intends to award a single Firm Fixed Price Subcontract to a responsible organization which submits a fully compliant and technically responsive proposal in response to this RFP.

SECTION III. ELIGIBILITY

All US-based organizations in good financial standing are eligible to respond to this RFP.

SECTION IV – PROPOSAL AND SUBMISSION INFORMATION

A. Procurement Timeline

Event	Completion Date
Issue RFP	05/29/2018
Bidders Conference	06/04/2018 10:00 AM ET
Bidders Confirmation of Intent to Bid	06/06/2018
Written Questions to be Submitted	06/08/2018
Responses to Questions Distributed	06/15/2018
Signed Representations and Supplier Profile Form Submitted*	06/22/2018
Proposals Due	07/13/2018 5:00 PM ET
Proposal Evaluation	08/03/2018
Award Notification	08/17/2018
Execute Contract	08/31/2018
Project Kick-off Meeting	09/07/2018

*Please see Attachment E.

B. GENERAL PROPOSAL AND SUBMISSION INSTRUCTIONS

Proposals may not be more than 25 pages excluding Attachments and required Certifications.

The goal of the MassHealth ACO/CP Integration Learning Collaborative is to design and implement a shared learning forum that advances the efforts of MassHealth ACOs and CPs to integrate their cultures, workflows, care processes, and data in order to improve integration of care for members and help achieve MassHealth payment and care delivery reform goals. The Learning Collaborative is expected to create a space in which ACOs and CPs can come together to address critical aspects of clinical integration, including (but not limited to): bridging distinct health care and human services cultures and philosophies; developing shared workflows and care processes; identifying platforms and approaches that facilitate data sharing; and strategizing about methods for effective shared decision making beyond contractual requirements.

Proposals, including supporting documentation, must be submitted via email to MA_DSRIP_TA@AbtAssoc.com. Proposals must reference RFP No. **RFP-DHE-FY2018-24761-0002**. Proposals will be accepted no later than **5:00 PM Eastern Time on Friday, July 13, 2018**. All offers shall be valid for a period of ninety (90) calendar days after the required submittal date. Late or unresponsive proposals may not be considered for award, at Abt’s discretion.

In addition to the Intent to Bid form (Attachment A), Bidders should submit the following to Abt by June 22, 2018:

- Signed and dated Administrative Documents (2) (Attachment E)
 - I. Abt Representations and Certifications
 - II. Supplier Profile Form

Please submit all questions concerning this solicitation to Abt via email to: MA_DSRIP_TA@abtassoc.com. Written questions concerning this RFP will be accepted through June 8, 2018 and the questions and responses will be provided to all prospective Bidders in writing by June 15, 2018.

Bidders will be notified in writing about the status of their proposal(s) on or about August 17, 2018. It is anticipated that awards will be fully executed by or before August 31, 2018.

C. INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Bidders must propose a comprehensive design and implementation strategy described herein and in Attachment B, Statement of Work, that are responsive to the requirements and appropriate to their organizational strengths and capabilities. The Technical Proposal Format to be used is provided in Attachment C. Bidders are instructed to present their technical proposal in the format provided and follow the instructions and guidelines listed in these Attachments. The Proposal itself shall not exceed 25 pages exclusive of Attachments (additional pages will not be reviewed.)

Proposals must contain the following elements (See Attachment C, Sections II – VI for details):

- A. Title Page and Table of Contents, including Claim of Confidentiality (if applicable) (Unscored element)
- B. Transmittal Letter (Unscored element)
- C. Management and Operational Plan
- D. Organizational Qualifications and Capabilities
- E. Experience and Qualifications of Proposed Key Personnel
 - a. For proposed key personnel, resumes must be provided as an Appendix, which is exempt from page limitations
- F. Past Performance/References

The Proposal must be signed by an authorized representative of the Bidder's organization.

D. INSTRUCTIONS FOR THE PREPARATION OF THE BUSINESS PROPOSAL

The Business Proposal must include a full budget for the design of the Learning Collaborative only, as described in detail in Attachment B – Statement of Work (SOW), including all cost categories directly allocable to the SOW. A full budget for implementation of the Learning Collaborative is not required as part of this Bid. Cost categories should include enough detail to be fully evaluated, and should include labor rates for all proposed personnel (named, key personnel and non-named staff to fill any category of labor identified by the Bidder), any indirect rates (i.e., fringe, overhead, G&A or similar) and any Other Direct Costs (i.e. travel, equipment or subscription requirements) appropriate to your technical approach.

Please note that the successful Bidder must submit a full budget for the implementation of the Learning Collaborative as part of their design deliverable, which will be due 12 weeks from the start of their contract.

Bidders who offer demonstrated discounts to their established labor rates will be favorably reviewed. The level of discount should be clearly stated in the business response. Bidders may be asked to substantiate the discount via price lists or other documented historical pricing.

Budgets must be submitted in Excel format using the budget template included as Attachment D to this RFP. The file must be unprotected and there should be no hidden columns/rows/cells.

Instructions for completing the Budget template are included in Attachment D – BUDGET TEMPLATE AND INSTRUCTIONS, which is included as a separate excel spreadsheet.



SECTION V. PROPOSAL EVALUATION

Full proposals will be evaluated and scored against the review criteria in the table below.

	Review Category	Rating (Points)
A.	Management and Operational Plan <ul style="list-style-type: none"> - Processes and systems for management of operations, including how timelines are managed - Processes and systems for financial management and reporting - Processes to work in conjunction with Abt and EOHHS staff and identified SMEs with expertise specific to health care and human services integration - Draft work plan and schedule to complete the design of the MassHealth ACO/CP Integration Learning Collaborative within 12 weeks of the contract start date, per the expectations set forth in Attachment B, item 1, Scope of the Statement of Work - Designation of a Project Manager to serve as the Primary POC for the Subcontract 	30
B.	Organizational Qualifications and Capabilities <ul style="list-style-type: none"> - Demonstrated organizational experience designing and/or implementing learning collaboratives, learning communities, other shared learning forums - Demonstrated organizational experience in event planning logistics - Demonstrated organizational experience working closely with subject matter experts to design engaging and effective shared learning forums, learning communities, and/or training events - Demonstrated organizational experience in both health care and human services, and insight into key factors impacting health and human services integration - Demonstrated organizational experience engaging ACOs and/or CPs - Demonstrated insight into Massachusetts’ payment and care delivery innovation efforts, most notably the plan for MassHealth restructuring via ACOs and CPs - Organizational experience and capabilities addressing the social, cultural, linguistic, and overall access needs of persons from diverse backgrounds and/or with complex needs 	30
C.	Experience and Qualifications of Proposed Staff <ul style="list-style-type: none"> - Summary of qualifications of named key staff, including education and experience - Specific experience designing and implementing learning collaboratives and/or similar shared learning events - Specific experience related to the integration of health care and human services, including experience with Accountable Care Organizations, Patient-Centered Medical Homes, Health Homes, or other large-scale health systems - Fully described labor categories proposed by the Bidder - Resumes/CV included for all named staff 	30

	Review Category	Rating (Points)
D.	Past Performance - References for a minimum of 2-3 projects ongoing or completed within the past three years - Evaluation results and sample curricula from the projects with references - Demonstrated previous or ongoing experience designing and implementing learning collaboratives, learning communities, shared learning forums, and/or training activities of similar type for selected projects - Demonstrated previous or ongoing experience related to the integration of health care and human services, including experience with Accountable Care Organizations, Patient-Centered Medical Homes, Health Homes, or other large-scale health systems	10
	Overall Rating (out of 100 points)	100

These review criteria are described more fully below and in Attachment B, Statement of Work and Attachment C, Technical Proposal Format.

A. Management and Operational Plan

The Management and Operational Plan must detail the way the Bidder proposes to manage and execute all aspects of the Statement of Work. This section must include an outline of the overall management concepts employed by the Bidder, including working in conjunction with Abt and EOHHS staff, project control mechanisms, and how the Bidder plans to adhere to overall timelines and fiscal reporting requirements. A Project Manager must be named to serve as the primary Point of Contact for the subsequent Subcontract.

Please note that, for the purposes of this Bid, the Bidder should present a work plan that: 1) clearly describes the Bidder’s overall approach to designing and implementing learning collaboratives and similar forums for shared learning; and 2) identifies the specific activities the Bidder will undertake in order to design a learning collaborative that advances ACO/CP integration. The selected Bidder will be expected to submit a final design for the learning collaborative within 12 weeks of the contract start date that clearly addresses the expectations outlined in Attachment B, item 1, Scope of the Statement of Work. **(30 points)**

B. Organizational Qualifications and Capabilities.

The Bidder must include information on past experience with projects focused on designing and implementing shared learning forums using Table 1: *Organizational Experience Designing and Implementing Learning Collaboratives, Learning Forums, and Training Events* included in Attachment C, Technical Performance Format. The Bidder must highlight any past experience with shared learning forums focused on advancing the integration of health care and human services; they must also describe experience and capabilities with event planning logistics and experience, as well as organizational experience working on the integration of health care and human services in any context. The Bidder must also highlight experience and capabilities implementing learning collaboratives, learning forums, or training activities that address the social, cultural, linguistic, and overall access needs of persons from diverse backgrounds and/or with complex needs. The Bidder

must also demonstrate insight into Massachusetts' payment and care delivery innovation efforts, most notably the plan for MassHealth restructuring via ACOs and CPs. Please note that a list of MassHealth ACOs and CPs eligible to participate in the MassHealth ACO/CP Integration Learning Collaborative in Performance Year 1 is provided in Attachment F, List 2. **(30 points)**

C. Experience and Qualifications of Proposed Staff

The Bidder must include a summary of the experience and qualifications for each of the personnel proposed to design and implement the Learning Collaborative. Named personnel will be considered key staff. A resume/CV for key staff must be provided as an Appendix (pages not counted towards 25-page limit). Additional non-key staff may be included by identifying labor categories of proposed staff. Labor categories proposed by the Bidder must be fully described, including minimum education required and their roles planned for the Learning Collaborative. **(30 points)**

D. Past Performance.

Bidders must submit references for a minimum of 2-3 projects on-going or completed within the past three years. The Bidder must also submit evaluation results, such as participant survey results, from each project with references, not to exceed 3 pages. Lastly, the Bidder must submit a sample curriculum (full or partial) from each project with references, not to exceed 5 pages. The evaluation results and sample curricula should be submitted as Attachments and are not included in the page limit for this section. These projects must be included in Table 1: *Organizational Experience Designing and/or Implementing Learning Collaboratives, Learning Communities, Other Shared Learning Forums, and Training Events* and demonstrate previous or ongoing experience in designing and implementing various shared learning forums or similar types of educational framework, and previous or ongoing experience with the integration of health care and human services, including experience with Accountable Care Organizations, Patient-Centered Medical Homes, Health Homes, or other large-scale health systems. **(10 points)**

NOTE: Once technical evaluations have been completed and proposals scored, the proposals recommended for award will be further evaluated for Cost Reasonableness. This criterion is unweighted, but represents the degree to which proposed pricing is clear and reasonable and reflects a best value proposition for Abt Associates and the Commonwealth of Massachusetts. Bidders may be asked to clarify or refine their Business Proposals if it is determined that proposed costs are not properly aligned with the technical proposal.

SECTION VI. AWARD AND ADMINISTRATION INFORMATION

- A. Abt Associates intends to award a single Firm Fixed Price Subcontract for the design and implementation of this Learning Collaborative.
- B. Property: Abt Associates expects subcontractors will be responsible to provide equipment and facilities necessary for performance of the statement of work provided. However, in some instances, your company may be required to perform services ordered hereunder at either the Commonwealth of Massachusetts', Abt Associates', or at an ACO or CP site. Meetings and project planning activities might also be performed at the Commonwealth of Massachusetts' site. Event venues, which will likely be rented facilities, are expected to be appropriate for the planned

activities and the expected number of participants, and where necessary outside services may be needed for things such as audio-visual support or catering.

- C. Travel: Depending on the technical solution proposed, occasional travel within the United States may be necessary. Travel must be approved in advance and will be reimbursed in accordance with Federal Travel Regulations in effect at the time of travel. Neither Abt Associates nor the customer will be responsible for any relocation expenses associated with moving your firm's personnel to job sites as may be identified either initially, or if necessary, with replacement of personnel, even if replacement of personnel is required. No costs will be reimbursed for travel to or from the place of performance unless otherwise specified and/or authorized in writing by Abt Associates in advance.
- D. Bidder's products, services, and facilities should be in full compliance with all applicable federal, state, and local laws, regulations, codes, standards, and ordinances, regardless of whether or not they are referred to by Abt Associates in this RFP or in a resultant award.
- E. Issuance of this RFP does not constitute an award or commitment on the part of Abt Associates, nor does it commit Abt to pay for costs incurred in the preparation and submission of a proposal or proposals. Further, Abt reserves the right to accept or reject any or all proposals received and reserves the right to ask further clarifications from the Bidders.
- F. The RFP will be evaluated and scored to further choose among the Bidders, and not all Bidders who submit proposals will receive an award.

List of Attachments:

- Attachment A: Intent to Bid form
- Attachment B: Statement of Work
- Attachment C: Technical Proposal Format
- Attachment D: Budget Template and Instructions and Detailed Budget Template
- Attachment E: Required Administrative Documents (2)
 - a. Abt Representations and Certifications
 - b. Supplier Profile Form
- Attachment F: References
- Attachment G: Subcontract Template, including Terms and Conditions of Award

ATTACHMENT A – INTENT TO BID

**BIDDERS: PLEASE DOWNLOAD THE WORD VERSIONS OF THIS DOCUMENT
IN ADDITION TO THE .PDF, FOR EASE OF COMPLETION**

REQUEST FOR PROPOSAL: RFP-DHE-FY 2018-24761-0002

**TITLE: Design and Implementation of the MassHealth ACO/CP Integration Learning
Collaborative**

PLEASE REVIEW THE ABOVE REFERENCED REQUEST FOR PROPOSAL. FURNISH THE
INFORMATION REQUESTED BELOW AND RETURN THIS PAGE BY THE EARLIEST
PRACTICABLE DATE, BUT NOT LATER THAN June 6, 2018.

=====

ORGANIZATION NAME: _____

DOES INTEND TO SUBMIT A PROPOSAL

DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

AUTHORIZED SIGNATURE: _____

TYPED NAME AND TITLE: _____

DATE: _____

COLLABORATORS/CONSULTANTS/SUBCONTRACTORS

(PROVIDE NAMES AND ORGANIZATIONS)

=====

RETURN TO:

Carissa Climaco
TA Coordinator
Abt Associates
MA_DSRIP_TA@abtassoc.com

PLEASE RETURN THIS PAGE VIA EMAIL NO LATER THAN June 6, 2018.

ATTACHMENT B - STATEMENT OF WORK

Program Statement Contents

1. Scope
2. Objectives
3. References
4. Requirements
5. Deliverables
6. Schedule
7. Assumptions
8. Monitoring
9. Notes/Miscellaneous Information

1. Scope

The Massachusetts Executive Office of Health and Human Services (EOHHS) is the single state agency responsible for administering the Commonwealth's Medicaid program and its Children's Health Insurance Program (together, MassHealth). Through the MassHealth program, a wide range of preventative, acute, chronic, and facility-based long-term support services are covered. In its capacity as the Medicaid agency, EOHHS is responsible for the administration of an 1115 Medicaid Demonstration, including the Delivery System Reform Incentive Payment (DSRIP) program. Through this program, MassHealth strives to improve the care members receive, and the overall efficiency of that care, through innovative service delivery that promotes enhanced care coordination and integration.

As part of DSRIP, MassHealth is supporting Statewide Investments (SWIs), a portfolio of eight investments that build and strengthen the statewide health care workforce and health care delivery infrastructure and complement individual ACO and CP investments. The largest investment among the SWIs is the MassHealth DSRIP Technical Assistance (TA) Program, which will provide TA to ACOs and CPs via three different mechanisms:

- Direct TA for well-defined projects;
- Shared learning forums; and
- Standardized trainings.

The TA Program will feature a website (the TA Marketplace) through which ACOs and CPs can effectively leverage the MassHealth DSRIP TA Program, and MassHealth can share lessons learned and best practices to support the work of ACOs and CPs.

This RFP seeks a vendor to design and implement a learning collaborative focused on ACO/CP integration. The Learning Collaborative is intended to advance the efforts of MassHealth ACOs and CPs to integrate their cultures, workflows, and data in order to better achieve MassHealth payment and care delivery reform goals. The successful bidder will be expected to:

- Conduct brief, preliminary research to identify the priority topics and target participants for the shared Learning Collaborative. To the extent possible, preliminary research should include surveys, key informant interviews, focus groups, and/or other innovative, light-touch

means of engaging with MassHealth ACOs and CPs, and key representatives from the EOHHS contract management teams for MassHealth ACOs and CPs.

- Design the curriculum and overall approach to the Learning Collaborative. Key elements of this task might include (but will not be limited to) outlining: the topics and learning goals to be addressed via the Learning Collaborative; a plan for promoting the Learning Collaborative to target participants and maintain their engagement throughout the duration; the frequency and length of in-person gatherings; the maximum number of participants in each Learning Collaborative session; the mix of didactic sessions, workshops, peer-to-peer sharing, and other learning models to be employed; the level of and method(s) for participant engagement between in-person sessions; and the readings and other materials that will support participant learning.
- Establish the structure and logistics, including the preparation of a detailed budget, needed to operationalize the Learning Collaborative. Key elements of this task might include (but will not be limited to): establishing the timeline for all Learning Collaborative activities; identifying and securing Learning Collaborative venues; and identifying and securing the participation of Learning Collaborative facilitators and speakers.
- Lead the implementation and management of all aspects of the Learning Collaborative according to the curriculum and plans developed above.
- Collaborate closely with EOHHS in all aspects of Learning Collaborative design and implementation.

The Learning Collaborative is expected to create a space in which ACOs and CPs can come together to address critical aspects of the integration process, including (but not limited to): bridging the distinct health care and human services cultures and philosophies; clinical integration, developing shared workflows; identifying platforms and approaches that facilitate data sharing; change management, and strategizing methods for effective shared decision making beyond contractual requirements.

The successful Bidder must demonstrate the following qualifications:

- Experience designing and implementing engaging, effective, and culturally competent shared learning forums (i.e. Learning Collaboratives) in the health care and/or human services space.
- Experience in both health care and human services, and insight into key factors impacting health and human services integration.
- Insight into Massachusetts' payment and care delivery innovation efforts, most notably the plan for MassHealth restructuring via ACOs and CPs.
- Ability to design and implement Learning Collaboratives, learning forums, or training activities that are culturally competent and address the social, cultural, linguistic, and overall access needs of persons from diverse backgrounds and/or with complex needs.

2. Objectives

The purpose of this Request for Proposals (RFP) is to identify a single qualified Subcontractor to design and implement the MassHealth ACO/CP Integration Learning Collaborative. Abt intends to award a single Firm Fixed Price Subcontract to a qualified organization to lead and manage both the design and implementation phases of the Learning Collaborative.

Bidders are expected to provide sufficient evidence of organizational and staff capability and experience in providing services similar to those required in this RFP. Eligible recipients of this subcontract may include any US organization and are not limited to organizations resident in the Commonwealth of Massachusetts.

3. References

Attachment F to this RFP includes the following list of references for use as Bidders draft their proposal:

1. List of Acronyms used in this RFP
2. MassHealth Accountable Care Organizations (ACOs) and Community Partners (CPs)

4. Requirements

Bidders must follow all proposal instructions included in Section IV of this RFP.

Technical Proposals must conform to the structure mandated in Attachment C, Technical Proposal Format, and include the following sections:

Section I.	Basic Information
Section II.	Technical Approach
Section III.	Management and Operational Plan
Section IV.	Organizational Qualifications and Capabilities
Section V.	Experience and Qualifications of Proposed Staff
Section VI.	Past Performance
Section VII.	Required Certifications
Section VIII.	Authorized Signature

Business Proposals must include a detailed budget for the 12-week design phase for the Learning Collaborative. Instructions for the budget components, including an Excel spreadsheet budget template, are part of Attachment D, Budget Template and Instructions and Detailed Budget Template.

Please note that a total \$350,000 is available to support the design and implementation of the Learning Collaborative. Bidders may designate any portion of this total for the 12-week design phase. Funds remaining will be used to support the Learning Collaborative's implementation, inclusive of (but not limited to) costs associated with venue rental, audio-visual support, catering, payment of guest speakers and facilitators, and the associated time and effort of Bidder personnel.

5. Deliverables

During the life of the Subcontract, Subcontractors will be required to provide the following reports:

- A. Quarterly Financial and Technical reports, comprised of:

- Work completed during the reporting period
 - Anticipated work to be completed in the next reporting period
 - Barriers to progress and plans to address problems or performance issues
 - Financial status and report
 - Feedback and suggestions related to the MassHealth ACO/CP Integration Learning Collaborative and the integration needs of MassHealth ACOs and CPs overall, as surfaced during Learning Collaborative discussions.
- B. Monthly invoices. Invoices will include requests for payment for milestones and deliverables that have been completed, accepted, and approved for invoicing.

6. Schedule

Abt anticipates awarding a single Firm Fixed Price Subcontract as a result of this solicitation. The anticipated Period of Performance is 12 months from the date of award.

7. Assumptions

The project includes a 12-week design phase in which the vendor will conduct brief preliminary research to identify the priority topics and target audience for the learning collaborative and then leverage this research to design the learning collaborative curriculum and approach, as described in the Statement of Work above. The tasks to be completed during the 12-week design phase include:

Task 1: *Project Kick-off Meeting* – The successful vendor will meet with EOHHS staff and staff from Abt Associates to review key elements of the subcontract, to confirm expectations for the design and implementation phases of work, and to address any outstanding questions for the design of the Learning Collaborative.

Task 2: *Preliminary Research* – To begin the design of the Learning Collaborative, the successful vendor will conduct research to identify the priority topics and the appropriate target audiences for the Learning Collaborative. To the extent possible, surveys, key informant interviews, focus groups, and/or other innovative, light touch means of engaging with MassHealth ACOs and CPs and key representatives from the EOHHS contract management teams for MassHealth ACOs and CPs should be part of this preliminary research.

Task 3: *Design Curriculum and Approach* – The successful vendor will outline the key substantive elements for the Learning Collaborative, including the topics and learning goals; the maximum number of participants in each Learning Collaborative session; the types of gatherings, sessions, and activities to employ; the Bidder's approach to ensuring that the Learning Collaborative incorporates principles of cultural competency, and any other aspects needed to develop an informative and engaging curriculum for the Learning Collaborative.

Task 4: *Logistics and Management* – The successful vendor will establish a structured plan, inclusive of a detailed budget, for the logistics needed to operationalize the learning collaborative. This plan may include a timeline of activities; the identification of potential venues for the Learning Collaborative; and identification of qualified speakers, thought leaders, and facilitators to participate in various aspects of the Learning Collaborative.

The vendor will be expected to submit a final design for the Learning Collaborative, inclusive of budget and milestone dates, to EOHHS within 12 weeks of the contract start date.

Proposal Budget for the Design Phase. Bidders should present a budget for the design phase only. Please note, the maximum funding available for the both the design and implementation phase of the MassHealth ACO/CP Integration Learning Collaborative is \$350,000. All Learning Collaborative activities should be completed within 12 months of the contract start date.

8. Monitoring

Abt will monitor implementation of the Subcontract to enable sound oversight and management; examples of such monitoring include:

- Periodic meetings with Abt Associates and/or MassHealth Team;
- Receipt of Quarterly Program Reports, specified in Attachment B, item 5, Deliverables.

9. Notes/Miscellaneous Information

Abt Associates is required to ensure that all organizations receiving funding from the Commonwealth of Massachusetts comply with Abt and State regulations and instructions, as applicable to their organization type and the terms and conditions of their awards.

The draft Subcontract Template included as Attachment G to this RFP includes all terms and conditions of award, and all statutory and regulatory requirements mandated by the Commonwealth of Massachusetts. Please review this Attachment carefully.

ATTACHMENT C - TECHNICAL PROPOSAL FORMAT

**BIDDERS: PLEASE DOWNLOAD THE WORD VERSIONS OF THIS DOCUMENT
IN ADDITION TO THE .PDF, FOR EASE OF COMPLETION**

This format is provided to assist Bidders to ensure that all required elements of the RFP are addressed, and all sections are complete and accurate. Bidders may use their own format, but all proposals must be fully responsive to the requirements of the RFP.

Proposals that do not fully address each required element may be eliminated from award consideration.

Section I. Basic Information

1. This proposal is in response to RFP No. **RFP-DHE-FY2018-24761-0002**
2. Business name:
3. Contact information:

Name of business representative and title:	
Official address:	Office phone:
Mobile:	Fax:
Email:	Website:
DUNS Number:	

4. Organizational Structure – List of key staff (president, directors, treasurer, etc.). If available, please attach an organizational chart and a link to your website. If a small business or sole proprietorship, please provide relevant organizational information to support that status.
5. Briefly describe the organization, its purpose, and past related experience.

Section II. Technical Approach

Bidder must submit a technical approach that meets Abt objectives and accurately reflects Bidder’s ability to design and manage the proposed Learning Collaborative efficiently and effectively, consistent with professional standards and in accordance with the terms and conditions of a resultant award.

Common characteristics of successful approaches include proven past effectiveness in different areas (as supported by the Past Performance requirement in this Attachment C, in Section VI).

This section is intended to be an overview of the following sections, and is unscored.

Section III. Management and Operational Plan

Bidder must submit a comprehensive Management and Operational Plan, which details the Bidder’s proposal for managing and executing the Statement of Work, and incorporates proposed technical and administrative staffing, supported by a formal Staffing Plan. This section should include an outline of

the overall management concepts employed by the Bidder, including project control mechanisms and how the Bidder plans to adhere to overall timelines and fiscal reporting requirements. A Project Manager must be named to serve as the primary Point of Contact.

This Section will be scored based on the following criteria (max 30 points):

- Processes and systems for management of operations, including how timelines are managed;
- Processes and systems for financial management and reporting;
- Processes to work in conjunction with Abt and EOHHS staff and identified SMEs with expertise specific to health care and human services integration;
- Draft work plan and schedule to complete the design of the MassHealth ACO/CP Integration Learning Collaborative within 12 weeks of the contract start date per the expectations set forth in Attachment B, item 1, Scope of the Statement of Work; and
- Designation of a Project Manager to serve as the Primary POC for the Subcontract.

Section IV. Organizational Qualifications and Capabilities

The Bidder must include information on past experience with similar projects and/or services using Table 1, Organizational Experience Designing and Implementing Learning Collaboratives, Learning Forums, and Training Events. The project descriptions should highlight the Bidder's experience designing and implementing Learning Collaboratives, learning forums, or training activities that address the social, cultural, linguistic, and overall access needs of persons from diverse backgrounds and/or with complex needs. Included in [Attachment F, References](#) is the list of MassHealth ACOs and CPs eligible to receive technical assistance through this effort. (See List 2.)

This Section will be scored based on the following criteria (max 30 points):

- Demonstrated organizational experience designing and/or implementing Learning Collaboratives, learning communities, other shared learning forums (Use Table 1 – Appendix 1 to this Technical Proposal Format);
- Demonstrated organizational experience in event planning logistics;
- Demonstrated organizational experience working closely with subject matter experts to design engaging and effective shared learning forums, learning communities, and/or training events;
- Demonstrated organizational experience in both health care and human services, and insight into key factors impacting health and human services integration;
- Demonstrated organizational experience engaging ACOs and/or CPs;
- Demonstrated insight into Massachusetts' payment and care delivery innovation efforts, most notably the plan for MassHealth restructuring via ACOs and CPs; and
- Organizational experience and capabilities addressing the social, cultural, linguistic, and overall access needs of persons from diverse backgrounds and/or with complex needs.

Section V. Experience and Qualifications of Proposed Staff

The Bidder should summarize the qualifications and experience for key staff proposed to design and implement the Learning Collaborative. A resume/CV must be provided all named staff and included in an Appendix (pages not counted towards 25-page limit). Bidders may also include information for non-key staff included for the design phase. These staff may be identified by using labor categories. Labor categories proposed by the Bidder must be fully described, including minimum education required and their roles planned for the learning collaborative.

This Section will be scored based on the following criteria (max. 30 points):

- Relevance of specific stated experience related to health care and human services integration;
- Relevance of specific experience designing and implementing learning collaboratives, learning forums, and training events;
- Appropriateness of qualifications for all named key staff (including education and experience);
- Fully described labor categories proposed by the Bidder; and
- Resumes/CVs included for all named staff.

Section VI. Past Performance

Bidders must submit references for 2-3 projects, ongoing or completed within the past three years, to attest to Past Performance. The Bidder must also submit evaluation results, such as participant survey results, from each project with references, not to exceed 3 pages. Lastly, the Bidder must submit a sample curriculum (full or partial) from each project with references, not to exceed 5 pages. The evaluation results and sample curricula should be submitted as Attachments and are not included in the page limit for this section. The references, evaluation results, and sample curricula should be from projects included in Table 1: *Organizational Experience Designing and/or Implementing Learning Collaboratives, Learning Forums, and Training Events*. The selected projects should meet one or both of the following categories:

- 1) Demonstrated previous or ongoing experience designing and implementing Learning Collaboratives, learning forums, or training activities of a similar type; and
- 2) Demonstrated previous or ongoing experience related to health care and human services integration, including Accountable Care Organizations, Patient-Centered Medical Homes, Health Homes, or other large-scale health systems.

For the references, Bidders must provide the following information in this format:

Project Name	Reference Name	Reference Title	Reference Organization	Reference Role on Project	Reference Email Address	Reference Phone Number

This Section will be scored based on the following criteria (max. 10 points):

- Submission of references for a minimum of 2-3 projects, ongoing or completed within the past three years and featured in Table 1: *Organizational Experience Designing and/or Implementing Learning Collaboratives, Learning Communities, Other Shared Learning Forums, and Training Events*;
- Evaluation results and sample curriculum from each project with references;
- Demonstrated previous or ongoing experience designing and implementing Learning Collaboratives, learning forums, or training activities of similar type for selected projects; and
- Demonstrated previous or ongoing experience related to the integration of health care and human services, including experience with Accountable Care Organizations, Patient-Centered Medical Homes, Health Homes, or other large-scale health systems.

Section VII. Required Certifications

Attachment E contains the following Certifications, which must be completed and returned in order for it to be considered for Award:

- I. Abt Representations and Certifications
- II. Supplier Profile Form

These items should be submitted to Abt by June 15, 2018.

Section VIII. Authorized Signature

All Proposals must be signed by an authorized representative of the organization. The following statement must be included:

“By affixing my signature below, I certify that to the best of my knowledge, the information provided in this proposal is accurate and correct:

Submitted by (name and title): _____

Signature: _____ *Date:* _____

Attachment C – Appendix 1

Special Instructions for Table 1: Please do not add or delete columns when completing Table 1. Description of Experience should include the number of participants/attendees, as well as any other relevant quantitative information. Please add or delete rows in Table 1 as needed. Relevant Staff Names should include the staff included in the Bidder’s proposal to design and implement the Learning Collaborative. Table 1 must be included within the 25-page technical volume and not as an appendix.

Table 1. Organizational Experience Designing and/or Implementing Learning Collaboratives, Learning Forums, and Training Events

Project Name	Description of Experience	Specific Aim of Engagement	Target Audience	Client and Period of Performance	Relevant Deliverables	Relevant Staff Names



**ATTACHMENT D
BUDGET TEMPLATE AND INSTRUCTIONS**

**BIDDERS: PLEASE DOWNLOAD THE EXCEL VERSIONS OF THE BUDGET
TEMPLATE IN ADDITION TO THIS .PDF, FOR EASE OF COMPLETION. THIS
IS A SUMMARY ONLY**

Instructions for completion of the Budget template:

Proposals must be fully supported by cost and pricing data adequate to establish the reasonableness and realism of the proposed amount. Please propose a budget in response to the Statement of Work. The offeror is responsible for proposing the level of effort that it determines to be appropriate for the work stipulated. The costs should be itemized and broken down by tasks, personnel and time periods. The time period used may be the 12-week design phase. Any other direct costs (ODCs), including travel, should also be included. Provide the cost of travel, including destination, duration, purpose, per diem, transportation, and the basis for the proposed costs. Provide a breakdown of all other costs not otherwise included in the categories listed above (e.g., computer services, consultant services, photocopying, printing, postage/delivery, supplies, etc.) and provide the basis for these proposed costs. Show Fringe benefit costs and all other indirect costs as separate cost categories. The budget shall be formatted in MS Excel, using or following the template provided, and should be unprotected to allow for different analyses.

Bidders should provide a detailed budget to complete the design phase for the Learning Collaborative. The design phase is assumed to last 12 weeks. The tasks anticipated for the design phase include but are not limited to:

Task 1: *Project Kick-off Meeting* – The successful vendor will meet with EOHHS staff and staff from Abt Associates to review key elements of the subcontract, to confirm expectations for the design and implementation phases of work, and to address any outstanding questions for the design of the Learning Collaborative.

Task 2: *Preliminary Research* – To begin the design of the Learning Collaborative, the successful vendor will conduct research to identify the priority topics and the appropriate target audiences for the Learning Collaborative. To the extent possible, preliminary research should include surveys, key informant interviews, focus groups, and/or other innovative, light touch means of engaging with MassHealth ACOs and CPs, and key representatives from the EOHHS contract management teams for MassHealth ACOs and CPs.

Task 3: *Design Curriculum and Approach* – The successful vendor will outline the key substantive elements for the Learning Collaborative, including the topics and learning goals; the maximum number of participants in each Learning Collaborative session; the types of gatherings, sessions, and activities to employ; and any other aspects needed to develop an informative and engaging curriculum for the Learning Collaborative.

Task 4: *Logistics and Management*– The successful vendor will establish a structured plan of the logistics, inclusive of a detailed budget, needed to operationalize the learning collaborative. This plan may include a timeline of activities; the identification of potential venues for the Learning Collaborative; and identification of qualified speakers, thought leaders, and facilitators to participate in various aspects of the Learning Collaborative.

The vendor will be expected to submit a final design for the Learning Collaborative, inclusive of budget and milestone dates, to EOHHS with 12 weeks of the contract start date.

The excel template provided has columns for up to nine tasks. The Bidder may modify the template to include additional tasks or subtasks which should also be included in the draft work plan included in the technical proposal. The Bidder may also add rows to identify additional staff or other direct costs. However, the Bidder should not delete rows or columns in the template.

Staff and Fully Loaded Hourly Billing Rates:

Bidders should provide the fully loaded hourly billing rates for proposed staff. Proposed staff include named key staff included in the technical proposal. Proposed staff may also include non-named staff presented using labor categories.

The Bidder should provide supporting documentation for how their rates were derived. Some examples of supporting documents include but are not limited to organizational price lists, proof of previous engagement at the rate proposed, and market surveys. Bidders who offer demonstrated discounts to their established labor rates will be favorably reviewed. The level of discount should be clearly stated in the business response. Bidders may be asked to substantiate the discount via price lists or other documented historical pricing.

Other Direct Costs:

Other direct costs should be shown unloaded. Total indirect loadings for other direct costs should be included in the specified row. Bidders may add rows to show additional direct costs and more detailed indirect loadings.



BOLD THINKERS DRIVING
REAL-WORLD IMPACT

ATTACHMENT E: REQUIRED CERTIFICATIONS

BIDDERS: PLEASE DOWNLOAD THE WORD VERSIONS OF THESE DOCUMENTS IN ADDITION TO THE .PDF, FOR EASE OF COMPLETION

- I. ABT ASSOCIATES REPRESENTATIONS AND CERTIFICATIONS
- II. SUPPLIER PROFILE FORM



Abt Associates Inc. REPRESENTATIONS AND CERTIFICATIONS

Offeror/Seller must complete all applicable sections of this Representations and Certifications form. Failure to furnish the following certifications may be cause for rejection of Offeror's/Seller's bid(s) or proposals(s) or otherwise be deemed as non-responsive, which may result in Offeror/Seller being ineligible for award. Please do not leave blanks; use "N/A," where the requested information may not pertain.

NOTICE: Information provided on this form is used in selection of suppliers and for reporting to the Federal Government. The United States may impose criminal and civil penalties and remedies for misrepresentations for the purpose of obtaining a subcontract. (FAR 52.219-9(e) (4))

PART A – GENERAL BUSINESS INFORMATION THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS

1) FIRM NAME:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

TELEPHONE NO.:

FAX NUMBER:

EMAIL ADDRESS:

COMPANY WEBSITE:

2) ELECTRONIC COMPLETION OF ANNUAL REPRESENTATIONS AND CERTIFICATIONS ON WWW.SAM.GOV

The offeror has completed annual representations and certifications to the U/S. Government electronically via the SAM Web site accessed through www.sam.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications to the U.S Government currently posted electronically are equally applicable to this solicitation, have been entered or updated within the last 12 months, are current, accurate, complete, and may be accepted by Abt Associates in lieu of this completed form.

3) FEDERAL TAX I.D. NO.:

4) DUNS NUMBER:

5) BANK REFERENCE (Name, Address):

6) INSURANCE COMPANY (Name, Address):

7) CAGE CODE:

8) PRIMARY 6-DIGIT NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE:

<http://www.census.gov/epcd/www/naicstab.htm>

9) ANNUAL SALES: \$

10) NUMBER OF EMPLOYEES:

11) TYPE OF BUSINESS ORGANIZATION

a) Number of years in business:

b) The Offeror/Seller represents that it operates as a(n):

Individual

Partnership

Non-Profit Organization

Foreign business established outside the US and its possessions

Corporation and is incorporated under the laws of the state of:

c) The Offeror/Seller provides: Materials/Supplies Professional Services Or Both

12) Description of Materials and/or Services that the Offeror/Seller provides:



Abt Associates Inc. REPRESENTATIONS AND CERTIFICATIONS

13) PARENT COMPANY		
a) The Offeror/Seller represents that it <input type="checkbox"/> IS <input type="checkbox"/> IS NOT owned or controlled by a Parent Company. For this purpose, a Parent Company is defined as that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror/Seller is a member.		
b) If the Offeror/Seller is owned or controlled by a Parent Company, enter the following information of the Parent Company:		
NAME:		TIN:
ADDRESS:		
PHONE:	FAX:	
EMAIL:	URL:	
a) Is Parent Company's information the same as information for Firm Name of Offeror/Seller?		YES NO
14) SYSTEM APPROVALS		
a) ACCOUNTING SYSTEM:		
Do you have a Government Approved Accounting System?		YES NO
Date of Approval, if known:		
Cognizant Government Audit Agency:		
Address:		
b) PROPERTY SYSTEM:		
Do you have a Government Approved Property Management System?		YES NO
Date of Approval, if known:		
Approving Agency:		
c) PURCHASING SYSTEM:		
Do you have a Government Approved Purchasing System?		YES NO
Date of Approval, if known:		
Approving Agency:		
15) CORPORATE SUSTAINABILITY		
Does your company currently have any environmental sustainability efforts under way (e.g., water conservation, energy efficiency, waste minimizations)? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If yes, please list and provide a brief summary.		
16) SOCIOECONOMIC STATUS		
Government statutes require periodic review of our files to ensure that we have correctly recorded our supplier's self-certification of business size, status, and compliance with socioeconomic programs. (see "Definitions" below) Should you need assistance in determining your status in any of the categories listed below, please call the U.S. Government Small Business Administration office serving your area.		
The Offeror/Seller represents that it is a (check all that apply) :		
<input type="checkbox"/>	Large Business	<input type="checkbox"/>
<input type="checkbox"/>	Small Business	<input type="checkbox"/>
<input type="checkbox"/>	Small Disadvantaged Business	<input type="checkbox"/>
<input type="checkbox"/>	Woman-Owned Small Business	<input type="checkbox"/>
<input type="checkbox"/>	Veteran-Owned Small Business	<input type="checkbox"/>
<input type="checkbox"/>	Service-Disabled Veteran-Owned Small Business	<input type="checkbox"/>
		HUBZone Small Business*
		HUBZone Joint Venture*
		Historically Black College or University/Minority Institution
		Indian Tribe
		Alaskan Native Corporation (ANC)
		*Attach the confirming screen print from the SBA's HUBZone area at http://www.sba.gov .
17) MINORITY OWNERSHIP		
If Offeror/Seller has represented itself in Section 15 above as a Small Disadvantaged Business, please check the appropriate category of ownership (FAR 52.219-1 Alt. I): (Check only one)		
<input type="checkbox"/>	Black American	
<input type="checkbox"/>	Native American	



Abt Associates Inc. REPRESENTATIONS AND CERTIFICATIONS

	Hispanic American
	Subcontinent Asian (Asian-Indian) American
	Asian-Pacific American
	Individual/Concern, other than one of the proceeding: Explain
NOTICE:	
<p>Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—</p> <ul style="list-style-type: none"> (i) Be punished by imposition of fine, imprisonment, or both; (ii) Be subject to administrative remedies, including suspension and debarment, and (iii) Be ineligible for participation in programs conducted under the authority of the Act. (FAR 52.219-1(d)(2)). 	
18) WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (FAR 52.204-5)	
<p>(a) "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women, and whose management and daily business operations are controlled by one or more women.</p>	
<p>(b)[Complete only if the Offeror/Seller is a women-owned business concern and has not represented itself as a small business concern in Part A, Item 15 of this Form.] The Offeror/Seller represents that it _____ is a women-owned business concern.</p>	
DEFINITIONS:	
<p>"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, <i>et seq.</i>) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).</p> <p>"HUBZone Small Business Concern" as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.</p> <p>"HUBZone Joint Venture Concern" means a joint venture that complies with the requirements of 13 CFR Part 126 and the representation in paragraph 12 of this document and the above definition is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. This Offeror/Seller shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.</p> <p>"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, NASA, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.</p> <p>"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).</p> <p>"Indian Tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A 1601 <i>et seq.</i>), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).</p> <p>"Service-Disabled Veteran-Owned Small Business Concern" means (1) a small business concern for which (i) Not less than 51 percent of the stock is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock is owned by one or more service-disabled veterans; and (ii) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.</p> <p>"Small Business Concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of its operation in which it is bidding, and qualified as a small business under the criteria and in 13 CFR part 121 and size standard identified by the NAICS Code in Section 7 above (FAR 52.219-1).</p>	



Abt Associates Inc. REPRESENTATIONS AND CERTIFICATIONS

“Small Disadvantaged Business Concern” means a small business concern that (1) has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B, (2) no material change in disadvantaged ownership and control has occurred since its certification, (3) is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2), and (4) it is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

“Veteran-Owned Small Business Concern” means a small business concern which is at least 51 percent owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and the management and daily business operations of which are controlled by one or more veterans.

“Woman-Owned Small Business Concern” means a small business concern which is at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women.

19) ROYALTY INFORMATION CERTIFICATION (FAR 52.227-6)

Offeror/Seller certifies royalty or license fee costs ARE ARE NOT contemplated to be included in **ANY** Offer submitted. When Offeror/Seller indicates royalty of license fees “ARE NOT” contemplated above, Offeror/Seller agrees to notify Buyer when any solicitation response contains such costs.

20) BUY AMERICAN ACT CERTIFICATE (FAR 52.225-2)

(Applicable only if the Abt Associates Inc. solicitation contains the clause at FAR 52.225-1, “Buy American Act-Supplies”) The Offeror/Seller certifies that each end product, except those listed below, is a domestic end product (as defined in the clause of the Abt Associates Inc. solicitation entitled “Buy American Act-Supplies”), and that the Offeror/Seller has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror/Seller shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Foreign End Products	Country of Origin

PART B THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$10,000

1) EQUAL OPPORTUNITY (FAR 52.222-26)

The Offeror/Seller represents that it is in agreement with the subject clause and the Executive Order 11236, as amended, and the rules, regulations, and Orders of the Secretary of Labor pertaining to Equal Opportunity.

2) AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)

The Offeror/Seller represents that:

- a) It HAS HAS NOT developed an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2)
- b) It HAS HAS NOT previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- c) It HAS HAS NOT fewer than fifty (50) employees.

3) PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)

The Offeror/Seller represents that:

- a) It HAS HAS NOT participated in a previous contract or subcontract subject to the Equal Opportunity clause of any solicitation/procurement (FAR 52.222-26).
- b) It HAS HAS NOT filed all required compliance reports.
- c) Please indicate the types of required compliance reports, submitted to the Government:

PART C THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$30,000

1) PROTECTION THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR 52.209-6)

- a) The Offeror/Seller certifies that it or its principals ARE ARE NOT debarred, suspended, or proposed for debarment by the Federal Government.
- b) The Offeror/Seller shall provide Abt Associates Inc. immediate notice in the event of being suspended, debarred, or declared ineligible to receive awards from **ANY** Federal Agency.



**Abt Associates Inc.
REPRESENTATIONS AND CERTIFICATIONS**

2) CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)

- a)** The offeror certifies that –
- (1) The prices in **ALL** offers have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in ALL offers have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- b)** Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror’s organization responsible for determining the prices being offered in **ALL** bids or proposals, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision—
[insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
- As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- c)** If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**PART D
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$100,000**

1) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5)

- a)** (1) The Offeror/Seller certifies, to the best of its knowledge and belief, that –
- (i) The Offeror/Seller and/or any of its Principals—
 - (A) ARE ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) HAVE HAVE NOT, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - (C) ARE ARE NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - (ii) The Offeror/Seller HAS HAS NOT within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- a) The Offeror/Seller shall provide immediate written notice to Abt Associates Inc. if, at any time prior to contract award, the Offeror/Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror/Seller’s responsibility. Failure of the Offeror/Seller to furnish a certification or provide such additional information as requested by Abt Associates Inc. may render the Offeror/Seller non-responsible.
- c) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when



Abt Associates Inc.
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making award. If it is later determined that the Offeror/Seller knowingly rendered an erroneous certification, in addition to the other remedies available to it, Abt Associates Inc. may terminate the contract resulting from this solicitation for default.

2) CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11)

- a) Definitions.** As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- b) Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- c) Certification.** The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- d) Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- e) Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3) CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13)

- a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- b) By signing this offer, the offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 or PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023 (f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - a) Major group code 10 (except 1011, 1081, and 1094).
 - b) Major group code 12 (except 1241).
 - c) Major group codes 20-39.
 - d) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas.

4) CONTINGENT FEE REPRESENTATION AND AGREEMENT (FAR 52.203-5)



**Abt Associates Inc.
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(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
 "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
 "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
 "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

5) COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222 -38)

By submission of its offer, the Offeror/Seller represents that, if it is subject to the reporting requirements of 38 U.S.C. 4 212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS -100 Report required by that clause.

6) REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFAR 252.247-7022)

The Offeror/Seller represents that it:
 Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

**PART E
THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS OVER \$750,000**

1. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (FAR 52.230-1) Note: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III. Offerors/Sellers shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.
 If the Offeror/Seller is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2 (c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT – COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror/Seller submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. The Disclosure Statement must be submitted as part of the Offeror's/Seller's proposal under this solicitation unless the Offeror/Seller has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror/Seller may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision



Abt Associates Inc. REPRESENTATIONS AND CERTIFICATIONS

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror/Seller hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/ or from the loose-leaf version of the FAR.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror/Seller further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

2) Certificate of Previously Submitted Disclosure Statement.

The Offeror/Seller hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror/Seller further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

3) Certificate of Monetary Exemption.

The Offeror/Seller hereby certifies that the Offeror/Seller, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror/Seller further certifies that if such status changes before an award resulting from this proposal, the Offeror/Seller will advise the Abt Associates Inc. Procurement Officer immediately.

4) Certificate of Interim Exemption.

The Offeror/Seller hereby certifies that:

- (i) the Offeror/Seller first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the Offeror/Seller is not yet required to submit a Disclosure Statement. The Offeror/Seller further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror/Seller will immediately submit a revised certificate to the Abt Associates Inc. Procurement Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors /Sellers currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS – ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror/Seller is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror/Seller shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror/Seller hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror/Seller is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror/Seller received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror/Seller further certifies that if such status changes before an award resulting from this proposal, the Offeror/Seller will advise the Abt Associates Inc. Procurement Officer immediately.

CAUTION: An Offeror/Seller may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror/Seller has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.



**Abt Associates Inc.
REPRESENTATIONS AND CERTIFICATIONS**

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS	
The Offeror/Seller shall indicate below whether award of the contemplated subcontract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause at FAR 52.230-2, require a change in established cost accounting practices affecting existing contracts and subcontracts.	
YES	NO
PART F THIS PART PERTAINS TO ALL SOLICITATIONS/PROCUREMENTS	
ACKNOWLEDGEMENT:	
a) By signing below, the Offeror/Seller agrees to the foregoing and attests that the Representations and Certifications set forth in Parts A, B, C, D, E, and F hereto are current, accurate, and complete. Further, if Offeror's/Seller's status certified herein should change prior to any award based on this certification, the Offeror/Seller shall immediately notify, in writing, the person/office to whom this original certification was sent and submit an amended certification with any related data that may be required as a result of change.	
b) I hereby acknowledge an understanding of the U.S. Government contracting and subcontracting programs and confirm the accuracy of the statements made in this document.	
c) The Offeror/Seller's business organization <input type="checkbox"/> PERMITS <input type="checkbox"/> DOES NOT PERMIT authorized Offeror/Seller representatives to use electronic signatures as legally binding.	
d) The Offeror/Seller <input type="checkbox"/> RESIDES <input type="checkbox"/> DOES NOT RESIDE in a legal jurisdiction that accepts electronic signatures as legally binding.	
If a printed document is being submitted, a physical signature is required as provided for below. If this document is being completed and submitted electronically, either an electronic signature or the use of the Attestation block at the bottom may be used to fulfill the signatory requirement of this document.	
FIRM NAME:	
SIGNATURE OR ELECTRONIC SIGNATURE:	
TYPED NAME:	
TITLE:	
DATE:	
ATTESTATION: By submitting this certification, I, _____, am attesting to the accuracy of the Representations and Certifications contained herein. I understand that I may be subject to penalties if I misrepresent any of the above representations or certifications to Abt Associates and/or the U.S. Government.	



**Abt Associates Inc.
Supplier/Subcontractor Profile Form**

Basic Company Profile

DOCUMENTS EVIDENCING INCORPORATION MUST BE PROVIDED

Legal Company Name/Registered Business Name: _____

If applicable, "Doing Business As" (DBA) Name: _____

Address: _____

City: _____ State/Province _____

ZIP/ Postal Code: _____ Country: _____

Telephone Number: _____ Fax Number: _____

Technical/Sales Contact Name: _____

Technical/Sales Contact Title: _____

Technical/Sales Contact Phone #: _____

Technical/Sales Contact Email: _____

Financial/Business Contact Name: _____

Financial/Business Contact Title: _____

Financial/Business Contact Phone #: _____

Financial/Business Contact Email: _____

E-Mail Address for Purchase Order Transmittal: _____

Fax Number for Purchase Order Transmittal: _____

D&B D-U-N-S Number: _____

Registered in U.S. Government's Central Contractor Registry ([CCR](#))? Yes No

If yes, CCR Registration valid until: _____

US Federal Tax Identification Number (TIN): _____

Corporate Website Address: _____



Abt Associates Inc. Supplier/Subcontractor Profile Form

Diversity and Business Size Status

Type of Organization:

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity (Federal, State, or Local) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Foreign Government |
| <input type="checkbox"/> Corporate Entity (not tax-exempt) | <input type="checkbox"/> International Organization per 26 CFR 1.6049-4 |
| <input type="checkbox"/> Corporate Entity (tax-exempt) | <input type="checkbox"/> Other _____ |

Business Size (<http://www.sba.gov/size>):

- Small
 Large

Business Classification (Check all that apply in accordance with FAR Part 19):

- | | |
|---|--|
| <input type="checkbox"/> Nonprofit | <input type="checkbox"/> Small-Disadvantaged Business |
| <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Veteran-Owned Small Business |
| <input type="checkbox"/> Foreign Entity | <input type="checkbox"/> Service-Disabled Veteran Owned Small Business |
| <input type="checkbox"/> Woman-Owned Small Business | <input type="checkbox"/> HUB Zone* |
| <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Alaska Native Corporation |

*Copy of certification must be submitted.

If Supplier is owned or controlled by a common parent:

Parent Name: _____
 Parent EIN: _____

Approximately how many employees do you currently employ?

Full-time: _____ Part-time: _____

List all North American Industry Classification System Codes (NAICS) that apply to your company:
(<http://www.census.gov/epcd/www/naics.html>)



Abt Associates Inc. Supplier/Subcontractor Profile Form

In which geographic region(s) would you like to partner with Abt Associates?

- | | |
|---------------------------------|--|
| <input type="checkbox"/> Africa | <input type="checkbox"/> Latin America & the Caribbean |
| <input type="checkbox"/> Asia | <input type="checkbox"/> North America |
| <input type="checkbox"/> Europe | <input type="checkbox"/> South America |

Please provide a representative sample of countries and/or states: _____

Please describe the service(s)/product(s) that you offer. _____

Financial Information

1. What are the beginning and ending dates of your organization's fiscal year?

From (month/day): _____ To (month/day): _____

2. What currency does your organization use to conduct its business activities? _____

3. Please provide the following financial information based on your organization's most recent completed fiscal year.

Revenues: USD \$ _____ Local Currency _____

Expenses: USD \$ _____ Local Currency _____

Assets: USD \$ _____ Local Currency _____

Liabilities: USD \$ _____ Local Currency _____

Exchange rate: _____ = USD \$1.00

4. Have you previously provided services on USAID-funded projects? Yes _____ No _____

If yes, please list up to three of your most recent projects, including project name, country, total contract value and if you were the subcontractor or prime contractor:

1. _____

2. _____

3. _____

5. Does your organization use indirect cost rates? Yes _____ No _____

If yes, please provide a copy of your indirect cost rate calculation.



**Abt Associates Inc.
Supplier/Subcontractor Profile Form**

6. Do you have a Negotiated Indirect Cost Rate Agreement (NICRA)? Yes _____ No _____

If yes, please provide a current copy.

Financial Control and Accounting System

1. How are your transactions recorded?

Manual ledger system – indicate ledgers used: _____

Computerized system – indicate software used: _____

2. Is there a chart of accounts? Yes _____ No _____

3. Is a double entry accounting system used? Yes _____ No _____

4. Does your organization have a written accounting policies and procedures manual?

Yes _____ No _____

If yes, please provide a copy.

5. On what basis are your financial reports issued? Cash: _____ Accrual _____

6. How often are financial reports prepared:

Monthly _____ Quarterly _____ Annually _____ Not prepared (please explain) _____

7. Are timesheets used to record employees' total direct and indirect time charges?

Yes: _____ No _____

If yes, please attach a copy of the timesheet template.

8. Does your accounting system segregate direct costs from indirect costs?

Yes _____ No _____

9. Does your accounting system identify the receipt and expenditure of funds separately for each grant and/or contract?

Yes _____ No _____

10. Does the accounting system provide for the recording of grant/contract costs according to categories of the approved budget?

Yes _____ No _____

11. Are you familiar with the cost principles (Federal Acquisition Regulations Part 31.2, OMB Circular A-21, or A-122 as appropriate) and procedures for the determination and allowance of costs in connection with federal grants and contracts?

Yes _____ No _____



**Abt Associates Inc.
Supplier/Subcontractor Profile Form**

12. Is a separate bank account maintained for grant/contract funds?

Yes _____ No _____

13. If a separate account is not maintained, can the grant/contract funds and related expenses be readily identified?

Yes _____ No _____

14. Is your institution's accounting system designed to detect errors in a timely manner?

Yes _____ No _____

15. Are reconciliations between bank statements and accounting records performed monthly and reviewed by an appropriate individual?

Yes _____ No _____

Internal Controls

Internal controls are procedures which ensure that: 1) financial transactions are approved by an authorized individual and are consistent with U.S. laws, regulations and your institution's policies; 2) assets are maintained safely and controlled; and 3) accounting records are complete, accurate and maintained on a consistent basis. Please complete the following questions concerning your institution's internal controls.

1. Does your institution maintain a record of how much time employees spend on different projects or activities? If yes, how?

Yes _____ No _____

2. Do you maintain inventory records for your institution's equipment? If no, explain.

Yes _____ No _____

3. How often do you check actual inventory against inventory records?

4. Are all financial transactions approved by an appropriate official?

Yes _____ No _____

5. Is the person(s) responsible for approving transactions familiar with U.S. Federal Cost principles as described in Federal Acquisition Regulations Part 31.2, OMB Circular A-21, or A-122 as appropriate?

Yes _____ No _____

7. Does your institution use a payment voucher system or some other procedure for the documentation of approval by an appropriate official?

Yes _____ No _____



**Abt Associates Inc.
Supplier/Subcontractor Profile Form**

8. Does your institution require supporting documentation (such as original receipts) prior to payment for expenditures?

Yes _____ No _____

9. Does your institution require that such documentation be maintained over a period of time? If yes, how long are such records kept?

Yes _____ No _____

10. Are different individuals within your institution responsible for approving, disbursing, and accounting of transactions?

Yes _____ No _____

11. Are the functions of checking the accuracy of your accounts and the daily recording of accounting data performed by different individuals?

Yes _____ No _____

Audit

1. Is your organization audited on an annual basis? Yes _____ No _____

If yes, please attach a copy of the audited financial statements (including a Balance Sheet and Income Statement) for the last two fiscal years.

If no, has your organization ever been audited? _____

2. If you do not have a current audit of your financial statements, please provide this office with a copy of the following financial statements, if available:

- a. A Balance Sheet for the most current and previous year; and
- b. An Income Statement for the most current and previous year;
- c. A Cash Flow Statement for the most current and previous year.

6. Are there any circumstances that would prevent your institution from obtaining an audit?

Yes _____ No _____

If yes, please provide details: _____

Official Company Signatories

Please provide a list of your company's official signatories (name and title):

- 1.
- 2.
- 3.
- 4.



**Abt Associates Inc.
Supplier/Subcontractor Profile Form**

Agreement

I have read, agree and affirm that all of my statements and information provided in this application are true and complete. I acknowledge that false, undisclosed, incomplete or misleading information herein may constitute grounds for disqualification as a supplier to Abt Associates.

By agreeing, I understand that this application is for registration purposes only and does not constitute an offer to enter into an agreement. Abt Associates reserves the right to reject all applications in whole or in part, and/or enter into negotiations with any party to provide goods or services, whether or not an application has been submitted. Abt Associates will not have any obligation to an interested party unless and until it has entered into a written agreement or issued a valid purchase order with the interested parties on terms and conditions satisfactory to Abt Associates. Abt Associates entering into negotiations with an interested party with respect to any response or otherwise shall not be deemed to be an acceptance of such response or an agreement with an interested party.

Signed: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT F: REFERENCES

CONTENTS:

1. Acronyms
2. List of MassHealth Accountable Care Organizations (ACOs) and Community Partners (CPs)

1. Acronyms

The following acronyms are referenced in the RFP:

ACO: Accountable Care Organization

BH: Behavioral health

CHC: Community Health Center

CP: Community Partner

DSRIP: Delivery System Reform Incentive Payment

EOHHS: The Massachusetts Executive Office of Health and Human Services

LTSS: Long-term services and supports

MA: Massachusetts

MassHealth: Massachusetts Medicaid program

MCO: Managed Care Organization

RFP: Request for Proposals

SOW: Statement of Work

SWI: Statewide Investment

TA: Technical Assistance



2. List of MassHealth Accountable Care Organizations (ACOs) and Community Partners (CPs)

Accountable Care Organizations (ACOs)
Atrius Health with Tufts Health Public Plans
Baystate Health Care Alliance with Health New England
Beth Israel Deaconess Care Organization with Tufts Health Public Plans
Boston Accountable Care Organization with Boston Medical Center HealthNet Plan
Boston Children’s Hospital Integrated Care Organization with Tufts Health Public Plans
Cambridge Health Alliance with Tufts Health Public Plans
Community Care Cooperative
Health Collaborative of the Berkshires with Fallon Community Health Plan
Lahey Health
Mercy Health Accountable Care Organization with Boston Medical Center HealthNet Plan
Merrimack Valley ACO with Neighborhood Health Plan
Partners HealthCare ACO
Reliant Medical Group with Fallon Community Health Plan
Signature Healthcare Corporation with Boston Medical Center HealthNet Plan
Southcoast Health Network with Boston Medical Center HealthNet Plan
Steward Medicaid Care Network
Wellforce Care Plan with Fallon Community Health Plan
Community Partners (CPs)
<i>Long Term Services and Supports Community Partners:</i>
Alternatives Unlimited
Boston LTSS Community Partners
Boston Medical Center
Elder Services of Merrimack Valley
Family Service Association
Greater Lynn Senior Services
Innovative Care Partners
Seven Hills Family Services, Inc.
WestMass Elder Care
<i>Behavioral Health Community Partners:</i>
Behavioral Health Network, Inc.
Behavioral Health Partners of Metrowest, LLC
Boston Health Care for the Homeless Program, Inc.
Clinical Support Options, Inc.
Community Counseling of Bristol County, Inc.
Community Healthlink, Inc.
Eastern Massachusetts Community Partners, LLC
Eliot Community Human Services, Inc.
High Point Treatment Center, Inc.
Innovative Care Partners, LLC
Lowell Community Health Center, Inc.
Northeast Behavioral Health Corporation, dba Lahey Behavioral Health Services
Riverside Community Care, Inc.
South Shore Mental Health Center, Inc.
Southeast Community Partnership, LLC
Stanley Street Treatment and Resources, Inc.
The Bridge of Central Massachusetts, Inc.
The Brien Center for Mental Health and Substance Abuse Services, Inc.



BOLD THINKERS DRIVING
REAL-WORLD IMPACT

ATTACHMENT G
SUBCONTRACT TEMPLATE WITH TERMS AND CONDITIONS OF AWARD

SUBCONTRACT NO. XXXXX
between
ABT ASSOCIATES INC.
and
SUBCONTRACTOR



ARTICLE 1: OVERVIEW

<p>1.1 Prime Contractor: Abt Associates Inc. (“Abt”) 6150 Executive Boulevard Rockville, MD 20852 Telephone: (301) 347-5000 Subcontracting Officer: Helina Haileselassie; Email: Helina_Haileselassie@abtassoc.com TA Coordinator: Carissa Climaco Email: Carissa_Climaco@abtassoc.com Project Director: Kaitlin Sheedy Kaitlin_Sheedy@abtassoc.com</p>	<p>1.2 Subcontractor: Subcontractor (“XXX”) Address City, State, Zip Telephone DUNS No: Responsible Officer: Name; email address</p>
<p>1.3 Firm Fixed Price \$0.00</p>	<p>1.4 Effective Date: XXXXX</p>
<p>1.5 Period of Performance: Effective Date through XXXXX</p>	<p>1.6 Type of Subcontract: Firm Fixed Price</p>
<p>1.7 Prime Contract: Client: <i>Commonwealth of Massachusetts Executive Office of Health and Human Services (“EOHHS”)</i> Contract No. & Title: <i>Master Statewide Contract No. PRF61, Task Order for Implementation and Management of the Payment Reform Technical Assistance Program</i> Dated: December 17, 2017</p>	<p>1.8 Contents ARTICLE 1: OVERVIEW ARTICLE 2: SCHEDULE ARTICLE 3: REPRESENTATIONS AND WARRANTIES ARTICLE 4: GENERAL TERMS AND CONDITIONS ATTACHMENT A: STATEMENT OF WORK, DELIVERABLES, AND PAYMENT SCHEDULE ATTACHMENT B: PRIME CONTRACT CLAUSES ATTACHMENT C: DATA PRIVACY, SECURITY AND MANAGEMENT PROVISIONS</p>
<p>Subcontractor certifies as of the time of award of this Subcontract that neither the Subcontractor, nor its principals, is debarred, suspended, or proposed for debarment by the Federal Government, or otherwise ineligible to receive funding provided by the Commonwealth of Massachusetts.</p>	
<p>FOR SUBCONTRACTOR:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>	
<p>FOR ABT ASSOCIATES INC.:</p> <p>Signature:</p> <p>Name:</p> <p>Title:</p>	

ARTICLE 2: SCHEDULE

2.1 STATEMENT OF WORK

Subject to further specification by the Abt Associates Project Director, Subcontractor will perform the work as shown in Attachment A.

2.2 PROGRESS REPORTS AND DELIVERABLES

Within ten (10) days after receipt of any deliverables, the Abt Associates Project Director or designee will review and furnish Subcontractor with written approval or disapproval and, as needed, with additional requests for clarification or revisions to make the product acceptable. Subcontractor shall submit a product that conforms to these acceptance standards. Within ten (10) days after the Subcontractor has received written disapproval of the deliverables and/or requests for clarification or revisions, the Subcontractor will submit a revised document.

Subcontractor shall submit deliverables as shown in Attachment A. For deliverables requiring Client approval (in whole or in part), Abt Associates may render final approval or disapproval, or may request further clarification or revision, within ten (10) days of receipt by Abt Associates of comments by the Government, and Subcontractor will submit any requested clarification or revision within ten (10) days of receipt of such request.

The Subcontractor understands that Abt Associates will act as the official liaison to the Client and other interested parties with regard to this Subcontract.

2.3 PERIOD OF PERFORMANCE

The period of performance of this Subcontract shall be from XXXX through XXX.

2.4 KEY PERSONNEL

The following individuals are necessary to the performance of this Subcontract and shall be assigned to it:

[NAMES]

In the event that key personnel becomes unavailable for assignment under this Subcontract, or is unable to commit the level of effort anticipated without substantial deviation (more than 10 percent of the agreed upon level of effort), the Subcontractor shall immediately provide written notification to the Abt Associates Subcontracting Officer, with a copy to the Project Director. The written notification should provide a minimum of thirty (30) days advance notice of the proposed change in key personnel staffing and a plan for replacing the named key personnel, including the name and background of the proposed substitution, in sufficient detail so as to permit Abt Associates to evaluate the impact of the change or reduction in the work. No diversion or reduction in level of effort of key personnel shall be made by the Subcontractor without prior written consent of the Abt Associates Project Director or designee, through the Subcontract Administrator. Such consent shall be given in a timely fashion and not be unreasonably withheld. A bilateral modification to the Subcontract Agreement shall document the agreement to the change in key personnel.

2.5 CONSIDERATION AND PAYMENT

A. Firm Fixed Price

The firm fixed price for complete and satisfactory performance of this Subcontract shall be \$_____ as detailed in the Payment Schedule included in Attachment A. It is understood by both parties that this Subcontract is entered into based upon a Prime Contract issued by the Client. Should the funding under the Prime Contract be reduced subsequent to the execution of this Subcontract or should the Prime Contract work plan be redirected by the Client so as to affect the Subcontract statement of work, Abt Associates shall have the right to renegotiate this Subcontract or to effect a termination pursuant to Article 4.6 of this Subcontract.

B. Claims for Payment

Funds shall be provided to the Subcontractor for the purpose of supporting Subcontractor activities associated with planning and implementing [project], and shall be paid on a monthly basis in accordance with the Payment and Deliverable Schedule included in Attachment A. Total payments during the period [DATE] – [DATE] will not exceed \$_____.

Subcontractor shall submit monthly invoices for completed deliverables to:

Accounting Department
Subcontract No. XXX
(MassHealth/ ACO/CP LC)
Abt Associates Inc.
10 Fawcett Street
Cambridge, MA 02138

Invoices may also be submitted electronically to Accounts_Payable@abtassoc.com.

To constitute a proper invoice, it must be submitted in duplicate, numbered consecutively, signed and include the following information and/or attached documentation:

- Subcontractor name, invoice number, and invoice date;
- Name, title, phone number and complete mailing address of the responsible official;
- Period covered by the invoice;
- Prime Contract number (see Article 1, Section 1.7);
- Breakdown by Deliverable and amount invoices as reflected in Attachment A; and
- Total amount invoiced (both for the billing period and cumulatively).

All payments to the Subcontractor shall be made within thirty (30) days from receipt of a properly completed invoice, subject to: 1) receipt and acceptance of associated deliverables; 2) timely, complete and satisfactory performance of the work; and 3) appropriate supporting documentation for the invoice, as detailed above.

1. Closeout Procedures

In order to expedite final payment to the Subcontractor, following completion of this Subcontract, Subcontractor shall identify any final amounts due under this Subcontract as part of its final invoice submission. The final invoice shall be submitted no later than 60 days of completion of the Subcontract.

2. Financial Records

Financial records shall be maintained for three (3) years after final payment of this Subcontract and are subject to audit by Abt Associates or the Client upon request and appropriate notification.

3. Examination of Records and Audit

The Subcontractor agrees that all approvals which are required by the provisions of this Subcontract shall be preserved and made available as part of the Subcontractor's records.

4. Taxes

All taxes applicable to the proceeds received by Subcontractor shall be the liability of Subcontractor, and Abt Associates shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. Abt Associates shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by Abt Associates. In accordance with law, Abt Associates shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by Abt Associates to Subcontractor. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Subcontractor's responsibility to retain copies of expenses incurred during the performance of services under this Agreement for tax reporting purposes.

5. Withholding Of Subcontract Payments

Notwithstanding any other payment provisions of this Subcontract, failure of the Subcontractor to submit required reports when due, or failure to perform or deliver required work or services, may result in the withholding of payments under this Subcontract, unless such failure arises out of causes beyond the control, and without the fault or negligence of the Subcontractor. Abt Associates shall promptly notify the Subcontractor of its intention to withhold payment of any invoice submitted.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 ORGANIZATIONAL CONFLICTS OF INTEREST

- A.** Subcontractor is aware of no known actual or perceived conflicts of interest, or any other fact, circumstance or condition that would delay or interfere with its ability to perform the work contemplated under the Agreement. As a condition of award, Subcontractor agrees to avoid any actual or perceived conflict of interest during the term of this Agreement. Subcontractor agrees to immediately disclose to Abt Associates Inc., any actual or perceived conflict of interest that may arise as a result of its involvement in this Agreement. The provisions of this clause shall survive expiration or termination of this Agreement.

- B.** The Subcontractor shall use the Client financed resources provided through this Subcontract (including personnel, equipment and facilities) only for activities directly related to fulfilling the scope of work and objectives of the Subcontract and Prime Contract. The Subcontractor shall avoid both the reality and the appearance of any conflict of interest.

3.2 INFRINGEMENT OF CERTAIN RIGHTS

Subcontractor warrants that during the performance of this Subcontract, it will not infringe the copyright, patent, or other property rights of any other person and Subcontractor agrees to defend, indemnify, and hold harmless Abt Associates and the Client from any and all liability which may arise from breach of this warranty.

3.3 SECURITIES TRADING

To the extent that Subcontractor receives material, non-public information about any company in the course of performing this Subcontract, Subcontractor or any of its personnel or consultants will not disclose that information to any person, and shall refrain from purchasing or selling any security issued by that company until the information becomes public.

3.4 COMPLIANCE WITH LAW

The Subcontractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

3.5 DEBARMENT OR SUSPENSION

The Subcontractor certifies that neither it nor any of its lower-tier subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

3.6 PROCUREMENT INTEGRITY

The Subcontractor warrants that (1) it neither solicited nor obtained bid or proposal information or source selection information related to the Prime Contract prior to its award, and (2) it has not offered employment, compensation, or anything of value to a current or former Commonwealth of Massachusetts procurement official or other personnel who participated personally and substantially in the Prime Contract award, any modifications of the Prime Contract, or in the solicitation process related to this Subcontract.

3.7 EMPLOYER REQUIREMENTS

In connection with the performance of work under this Subcontract, the Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, sex, color, religion, age or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, color, religion, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor further agrees to insert the foregoing provisions in all lower-tier subcontracts made in connection with the services called for under this Subcontract

3.8 EXECUTIVE ORDER ON TERRORISM FINANCING

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier agreements issued under this Subcontract.

3.9 FOREIGN CORRUPT PRACTICES ACT

The Subcontractor hereby acknowledges and agrees that certain laws of the United States, including the Foreign Corrupt Practices Act, 15 U.S.C. Sections 78dd-1, seq, prohibit, inter alia, any person subject to the jurisdiction of the United States from making any payment of money or anything of value, directly or indirectly, to any government official, political party, or candidate of a political office for the purpose of obtaining or retaining business for itself, Abt Associates Inc. or any subsidiary or affiliates thereof. The Subcontractor, by signing this Subcontract, hereby certifies that they have not made and will not make any such proscribed payment. In addition, upon the request of Abt Associates Inc., Subcontractor must provide Abt Associates Inc. with a separate, written certificate evidencing compliance with this provision.

3.10 ANTI BRIBERY

By signing this Subcontract, Subcontractor agrees not to give, offer or promise to give, or authorize the giving directly or indirectly through any other person or firm, of any money or anything of value to any employee or official of any government, employee or official of any public international organization, any political party or official or employee of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action or the exercise of influence by such official, party or candidate in any governmental matter. If any of the terms of this clause are violated, Abt Associates Inc. shall have the option to terminate this Subcontract, notwithstanding any other provision of this Subcontract to the contrary. Moreover, the Subcontractor shall forfeit any payments owed to it by Abt Associates Inc. upon an admission or finding that it failed to comply with the terms of this clause.

3.11 STANDARDS OF CARE

Subcontractor represents, warrants, and acknowledges that the services provided under this Subcontract shall be performed in a competent and professional workmanlike manner in accordance with the highest professional and industry standards and will meet the requirements of this Subcontract. Subcontractor represents, warrants, and acknowledges that Subcontractor's personnel are qualified to perform the services and Abt Associates is relying on Subcontractor's representation of its experience and expertise. Upon written notice to Subcontractor, Subcontractor agrees to correct or re-perform any services not in compliance with this standard to the satisfaction of Abt Associates, at no additional cost. This provision will survive expiration or termination of this Subcontract.

ARTICLE 4: GENERAL TERMS AND CONDITIONS

4.1 RELATIONSHIP TO CLIENT

It is understood and agreed by the parties that no contractual relationship is established between MassHealth (the "Client") and Subcontractor by reason of this Subcontract. All authorizations required from the Client shall be obtained through Abt Associates, and all communications intended for the Client shall be handled through Abt Associates.

4.2 TECHNICAL DIRECTION

Performance of the work under this Subcontract shall be subject to the technical direction of the Abt Associates Project Director, or designee. Such direction may include:

1. Prescribing the details of the Statement of Work in accordance with Section 2.1, and assisting in the resolution of logistical problems;
2. Monitoring technical progress and performing technical evaluation of performance; and
3. Performing technical inspection and acceptance.

4.3 CHANGES

The Abt Associates Subcontracting Officer has the sole authority to modify the Subcontract. All modifications to this Subcontract must be in writing and signed by both the Abt Associates Subcontracting Officer and an authorized representative of the Subcontractor. No change order shall bind Abt Associates or the Subcontractor unless issued in this manner.

If the Subcontractor at any time believes that any technical direction constitutes a change in the scope of work that would affect the terms of the Subcontract, it shall immediately seek clarification, in writing, from the Abt Associates Subcontracting Officer. Abt Associates shall not be liable for any costs incurred for such changed work unless the change is issued in writing according to the procedures set forth in this Section 4.3.

4.4 NOTICE OF DELAYS

Time is of the essence. Whenever Subcontractor knows or has reason to know that any actual or potential situation is delaying or threatens to delay the timely performance of the work required hereunder, Subcontractor shall immediately provide written notice thereof, including all relevant information with respect thereto, to the Abt Associates Subcontracting Officer and Project Director.

Any such notice shall be informational only and receipt thereof by Abt Associates shall not constitute a waiver by Abt Associates of the delivery schedule, or any of Abt Associates' rights or remedies hereunder.

4.5 STOP WORK

Abt Associates may, at any time, direct the Subcontractor to stop work. Total compensation to the Subcontractor shall not exceed costs incurred prior to the stop work order, contingent upon full reimbursement to Abt Associates by MassHealth for those costs.

4.6 TERMINATION FOR CONVENIENCE

This Subcontract may be terminated for convenience in whole or in part by Abt Associates at any time during the period of its performance.

In the event of termination, Abt Associates shall have the right to take possession of and finish any incomplete work by such means as it sees fit. Abt Associates shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

The rights and remedies of Abt Associates in this clause are in addition to any other rights and remedies provided by law or under this Subcontract.

4.7 TERMINATION FOR DEFAULT

Abt Associates may, by written notice of default, terminate this Subcontract, in whole or in part, if the Subcontractor fails to deliver the supplies or perform the authorized services specified in this Subcontract. Abt Associates' right to terminate this Subcontract, pursuant to the items listed below, may be exercised if the Subcontractor does not cure such failure within ten (10) calendar days (or more, if authorized in writing by Abt Associates) after written notification specifying such failure.

1. Failure to make progress, so as to endanger performance of this Subcontract
2. Failure to perform any other of its obligations under this Subcontract
3. Failure to conduct its operations in the normal course of business (including inability to meet its obligations as they mature); or becomes insolvent or makes a general assignment for the benefit of creditors; or if any proceedings are commenced by or against the Subcontractor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute; or if a trustee, receiver, liquidator, or conservator for the Subcontractor is applied for or appointed
4. Failure to notify Abt Associates if it has a known conflict of interest.

If Abt Associates terminates this Subcontract, in whole or in part, it may acquire, under the terms and in the manner Abt Associates considers appropriate, supplies or services similar to those terminated. The Subcontractor will be liable to Abt Associates for all excess costs for those supplies or services. Subcontractor shall continue performance of all Work not terminated pursuant to this section.

If this Subcontract is terminated for default, Abt Associates may require the Subcontractor to transfer title and deliver to Abt Associates, as directed by Abt Associates Subcontract Administrator, any contract rights that the Subcontractor has specifically produced, configured, or acquired for the terminated portion of this Subcontract. At Abt Associates direction, the Subcontractor shall also protect and preserve property in its possession in which Abt Associates has a security interest.

Upon the occurrence of any or all of the above by Subcontractor, at its election, Abt Associates shall have the immediate right to do one or more of the following: (a) terminate this Subcontract via written notice; or (b) exercise any or all other rights or remedies provided in this Subcontract and/or available at law or in equity consistent with this Subcontract

4.8 INDEMNIFICATION AND INSURANCE

- A. The Subcontractor shall defend, indemnify and hold harmless Abt Associates Inc., its officers, agents, employees, and/or assignees against any liability, claim, damage, suit, or expense (including reasonable attorney fees) claimed against or incurred by Abt Associates based upon or arising out of: (a) the Subcontractor's and/or its agents' or employees' infringement or misuse of a patent, copyright, trademark, or other intellectual property right; (b) the personal injury, bodily injury, death, or any other damage to person or property caused by the Subcontractor's and/or its agents' or employees' negligent acts and/or omissions and/or willful misconduct; (c) the Subcontractor's and/or its agents' or employees' fraud, willful misrepresentation, and/or criminal conduct; (d) the Subcontractor's and/or its agents or employees' noncompliance with applicable laws or regulations; (e) the Subcontractor's and/or its agents' or employees' defective cost or pricing data, or noncompliance with applicable cost accounting standards; (f) the Subcontractor's and/or its agent's

failure to compensate, or comply with any applicable labor standards with respect to the Subcontractor's employees; and/or (g) the Subcontractor's breach of this Subcontract, or any provision, representation or warranty contained in this Subcontract. The provisions of this section shall survive expiration or termination of this Subcontract.

- B.** In no event shall either party, its affiliates and/or employees or agents be liable, whether in contract, warranty or tort (including negligence or strict liability) for any special, indirect, consequential, multiple or punitive damages of any nature arising out of or in connection with this Subcontract.
- C.** The Subcontractor shall, at all times during the period of performance of this Subcontract, carry the following amounts of insurance:
 - 1.** Commercial General Liability for Bodily Injury and Property Damage in an amount no less than \$1,000,000 per occurrence
 - 2.** Workers Compensation and/or Employer's Liability in accordance with the laws of the governing jurisdiction.
 - 3.** Professional Liability for the services provided under this Subcontract in an amount no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. If such coverage is written on a Claims-Made basis, coverage shall remain in full force and effect for a period of no less than 3 years after the termination of this Subcontract.
 - 4.** Automobile Liability, including Non-Owned and Hired, in an amount no less than \$1,000,000 per accident.
 - 5.** Any other insurance coverage required by law.

Upon request, the Subcontractor shall provide Abt Associates with evidence of the above coverages, either in the form of a Certificate of Insurance or copies of the policies. Subsequent to the renewal of such insurances, the Subcontractor shall provide evidence upon request of the renewal of coverage.

4.9 INFORMATION AND DATA

- A.** Except as provided below, the Subcontractor agrees that all information and data provided by Abt Associates to the Subcontractor will: (1) be used by the Subcontractor only for purposes of Subcontract performance; and (2) not be disclosed to any person except the Subcontractor's employees or agents who need such information and data in order to perform the Subcontract; and (3) be protected by the Subcontractor through implementation of procedures sufficient to prevent disclosure. The foregoing sentence shall not prevent use or disclosure of information and data which are: (1) in the public domain or publicly known through no fault of the Subcontractor; (2) approved for use or disclosure by the Abt Associates Subcontracting Officer in writing; or (3) required to be disclosed by a court of competent jurisdiction.
- B.** The Subcontractor shall not publish or otherwise discuss, except to Abt Associates or MassHealth, any reports, data, or information generated or obtained under promise of confidentiality in the course of performing this Subcontract.
- C.** The Subcontractor shall establish a procedure to protect the confidentiality of all reports, data, or information generated or obtained in the course of performing this Subcontract. In no event shall the Subcontractor be required to publish or disclose to persons or organizations, other than to authorized agents or employees of the Subcontractor, personally identifiable information or data, including but not limited to names, places of employment, photographs, and other identifying particulars assigned to any individuals unless ordered to do so by a court of competent jurisdiction. When judged

appropriate by Abt Associates or MassHealth, vendors may be asked to sign an Eligible Entities' Non-Disclosure Agreement.

- D. MassHealth and/or Abt Associates shall have an unrestricted right to publish all reports, non-confidential information and data resulting from performance of this Subcontract. In any such publications, authorship credit shall be given to the Subcontractor in a manner consistent with the degree of authorship or contribution.
- E. The provisions of this section shall survive expiration or termination of this Subcontract. Subcontractor shall include the substance of this section in any lower-tier Subcontract.

4.10 DISPUTES

All disputes arising in connection with this Agreement that cannot be resolved within a reasonable time following good faith attempts by the parties shall be finally settled in accordance with the Commercial Industry Rules of the American Arbitration Association, before a single arbitrator. Such arbitration shall be held in Boston, Massachusetts.

Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add, modify, change or disregard any lawful terms of this Agreement or to provide any relief or award not provided for or consistent with the laws of the Commonwealth of Massachusetts.

4.11 GOVERNING LAW

This agreement shall be deemed to be a Subcontract made under, governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. Claims by either party under this Subcontract shall be decided under the laws of the Commonwealth of Massachusetts.

4.12 INDEPENDENT CONTRACTORS

Nothing contained in the Subcontract shall be construed to create a joint venture or partnership between the parties. Subcontractor is an independent contractor and is neither an agent nor employee of Abt Associates.

4.13 SEVERABILITY

If any provision of this Subcontract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the Subcontract other than the portions determined to be invalid or unenforceable shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law.

4.14 NO WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

4.15 ORDER OF PRECEDENCE

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: (1) Prime Contract provisions which, by their terms or by operation of law, are required to be incorporated in the Subcontract; (2) narrative Subcontract provisions; (3) Prime Contract clauses incorporated in the Subcontract

by reference except those encompassed by (1) above; (4) Prime Contract provisions incorporated in the Subcontract by reference except those encompassed by (1) above; and (5) exhibits and attachments to the Subcontract.

4.16 NOTICES

All notices required or permitted to be given hereunder shall be sufficient if in writing and emailed, personally delivered, or sent by certified mail, return receipt requested and postage prepaid, addressed to the Abt Associates Subcontracting Officer at the addresses specified on page 1 of this Subcontract.

4.17 VENDOR HELPLINE

If you have any concerns or complaints about the manner in which this subcontract was awarded, including whether any ethical issues occurred either by Abt Associates, your organization, or another organization, Abt Associates has a Vendor Ethics and Compliance Helpline. This Helpline supports phone or web-based reporting and also supports anonymous reporting. Any issues reported to this Helpline will be investigated by a member of Abt's management.

The Vendor Helpline:
Phone: 888-928-4231
Web: <http://www.integrity-helpline.com/abtassoc.jsp>
Both are available 24 hours a day, 7 days a week.

4.18 PROVISIONS INCORPORATED BY REFERENCE

In addition to the clauses incorporated by reference elsewhere in the Subcontract, applicable Prime Contract Provisions (Attachment C) are hereby made a part of this Subcontract by reference and are applicable to it with the following modifications:

Where necessary to make the language of the clauses applicable to the Subcontract, the term "Contractor" or "Managing Vendor" shall mean "Subcontractor," the term "Contract" shall mean the "Subcontract", the terms "Government," "Contracting Officer," and equivalent terms and phrases shall mean "Abt Associates' Subcontracting Officer."

The following instances are exceptions to the general rules as provided above:

1. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Client, its officers or agents, or Abt Associates specifically;
2. Where an explicit provision of the Subcontract states a contrary intent;
3. Where access to proprietary financial information or other proprietary data is required; or
4. Where interpretation in accordance with the rules stated above would place Abt Associates in a position of violating the equivalent or related provisions of the Prime Contract whereas construction of the terms without modification would not.

4.19 FORCE MAJEURE

Neither party shall be liable or deemed to be in default under this Agreement for any delay or failure to perform resulting from a force majeure event beyond the control of either party. Force majeure events include but are not limited to: riots, civil disorder, earthquakes, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions not caused by either party.

4.20 ENTIRE AGREEMENT

This Subcontract, together with all attachments and incorporated provisions, shall constitute the entire agreement of the parties, and supersedes all previous and contemporaneous agreements or representations, whether written or oral, with respect to the deliverables and services specified herein.

4.21 SPECIAL PROVISIONS APPLICABLE TO THIS SUBCONTRACT

Attachment B, Applicable Prime Contract Provisions contains all Special Clauses and Provisions that as a condition of the Prime Contract must be flowed down to Subcontractors, subject to Section 4.18 of this Master Agreement.

Attachment C, Data Privacy, Security and Management contains all clauses specific to the rights to and use of data collected or used under this Master Agreement, including any Task Order(s) to which it is equally applicable, subject to Section 4.18 of this Master Agreement.

-END-

ATTACHMENT A STATEMENT OF WORK, DELIVERABLES, AND PAYMENT SCHEDULE

(To be completed with each subcontract, specifically targeted to the Learning Collaborative in question)

1. INTRODUCTION

2. DEFINITIONS

The terms used in this SOW, unless defined in this SOW, shall have the meaning ascribed to them in the other documents that constitute the Agreement between the parties.

“Accountable Care Organization (ACO)” means a provider-led health system or organization with an explicit focus on integration of physical health, behavioral health (BH), long term services and supports (LTSS), and health-related social needs.

“Community Partner (CP)” means a community-based BH or LTSS organization that support eligible MassHealth members with BH and LTSS needs.

“Community Service Agency (CSA)” means an entity that currently provides State Plan intensive care coordination services to eligible MassHealth members under 21 years of age with Serious Emotional Disturbances (SEDs).

“Deliverable” means any work product that Subcontractor delivers for the purposes of fulfilling its obligations to Abt Associates and MassHealth under the terms of the Agreement, including work product that Abt must submit to MassHealth for their review in accordance with the Prime Contract.

“Key Personnel” means personnel directly responsible for management of the SOW; or those personnel whose professional/technical skills are determined to be essential to the successful implementation of the SOW.

“MassHealth” means the Massachusetts Medicaid program and CHIP (Children’s Health Insurance Program), which are combined into a single program.

“Milestone Payment” means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

“Task” means a material activity engaged in by Abt for the purpose of fulfilling its obligations to EOHHS under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

3. OVERVIEW

4. DELIVERABLES AND TASKS

5. MILESTONE PAYMENT SCHEDULE

ATTACHMENT B APPLICABLE PRIME CONTRACT PROVISIONS

Ownership of Intellectual Property Developed under the Statewide Contract

By submitting a response to this RFR, bidders accept and acknowledge that, in conformance with the Commonwealth's Standard Terms and Conditions, on the date on which the Commonwealth reimburses Contractor for a deliverable accepted by the Commonwealth under the terms of this contract, all of the Contractor's right, title and interest in all Property developed by the Contractor under the terms of this contract solely for purposes of creating the deliverables shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark and other intellectual property rights created by Contractor in connection with such work and any causes of action relating to or based upon such work (hereinafter the "Commonwealth Property"). Contractor hereby assigns to the Commonwealth, as of the date on which the Commonwealth reimburses Contractor for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof.

Privacy and Security (Including HIPAA and Executive Order 504)

When used in this Agreement, the following terms shall have the same meaning as those terms are used in the HIPAA Rules (as defined below): Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary and Security Incident.

Subcontractor shall comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidential information, 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 selected Bidder is subject. Without limiting the generality of the foregoing, if the selected Bidder is a Covered Entity subject to 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) (the "HIPAA Rules"), the selected Bidder shall comply with all provisions of the Privacy and Security Rules applicable to the Bidder as a Covered Entity thereunder.

Subcontractor agrees that 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 personal or other confidential information (including Protected Health Information) that EOHHS may deem necessary or appropriate including, without limitation, the sample form set forth in Appendix D of Attachment 2 attached hereto. The Bidder further agrees that it shall, as necessary or appropriate, negotiate, execute, and comply with the terms and conditions of any Business Associate arrangement or other agreement relating to the privacy, security or management of personal or other confidential information (including Protected Health Information) with TA Vendors, ACOs, CPs, or CSAs in furtherance of Bidder's responsibilities specified hereunder.

Advertising Pre-approval

Vendors may make announcements regarding their awarded contract with the Commonwealth, however, all such advertising requires pre-approval and cannot employ the use of the Commonwealth Seal.

Press Releases

Press releases are covered in the same manner as Advertising described directly above.

FERPA-Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Vendors doing business with Eligible Entities subject to FERPA must comply.

Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFP must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the SSST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

Intellectual property and work effort agreement for Subcontractor's Employees, Contractors, Consultants, and Agents

Subcontractor shall ensure that each of the subcontractor's personnel providing services under this agreement, regardless of whether the individual is an employee, contractor, or agent of the subcontractor, shall, prior to rendering any services under this Master Agreement, sign the "Intellectual Property and Work Effort Agreement for Vendor's Employees, Contractors, Consultants, and Agents" (the "IPAWA Agreement") which is attached hereto as Appendix A, and return signed copies to the Abt Project Director prior to the performance of any task under this agreement.

Data Privacy, Security, and Management

Subcontractor 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 by or on behalf of the subcontractor, 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 subcontractor is subject. Without limiting the generality of the foregoing, if the subcontractor is a health care provider or other Covered Entity subject to the Privacy and Security Rules, the subcontractor shall comply with all provisions of the Privacy and Security Rules applicable to the subcontractor thereunder.

Subcontractor acknowledges that in providing services and otherwise complying with its obligations under this subcontract agreement, the subcontractor may be the Business Associate of Abt /EOHHS and/or the contractors with which it holds second tier subcontract. Subcontractor agrees that, in providing services hereunder 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 Abt/EOHHS may deem necessary or appropriate.

Subcontractor's use and disclosure of information (PI) under this subcontract agreement shall be subject to compliance with all applicable privacy laws and regulations. Subcontractor shall develop, maintain and

adhere to a plan for obtaining an Enrollee's or other individual's authorization for the use or disclosure of his/her PI or other information if and when necessary for the subcontractor to be able to use or disclose such information under applicable law or regulation. Subcontractor shall also ensure that any second-tier subcontract requires the second-tier subcontractor to implement the same.

Title and Intellectual Property Rights

Definition of Property

The term Property as used herein includes the following forms of property: (1) confidential, proprietary, and trade secret information; (2) trademarks, trade names, discoveries, inventions processes, methods and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (3) works of authorship, wherein such forms of property are required by Abt to provide the services and create deliverables that may include, but not be limited to, computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports, and other works of authorship fixed in any tangible medium.

Source of Property

The development of deliverable may involve intellectual property derived from four different sources: (1) a third party; (2) that developed by Subcontractor for the open market; (3) that developed by Subcontractor for other individual clients, or for internal purposes prior to the Effective Date of this subcontract agreement and not delivered to any other client of subcontractor's; and (4) developed by subcontractor specifically for the purposes of fulfilling its obligations to Abt Associates/EOHHS under the terms of this Agreement. Ownership of the first and second categories of intellectual property is addressed in separate agreements between EOHHS and the contractors and resellers of work product. This **Section** of the Agreement addresses exclusively ownership rights in the third and fourth categories of intellectual property.

In conformance with the Commonwealth's Standard Terms and Conditions, all Deliverables created as a result of the tasks described herein or other obligation set forth in this Agreement, whether made by Abt, subcontractor or both are the property of EOHHS except for Abt Property embodied in the Deliverable. Abt shall pass to and vest in EOHHS, the entire right, title, and interest in and to all intellectual property rights that it may now or hereafter possess in said Deliverables, except for Abt Property embodied in the Deliverables, and all derivative works thereof. This shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by Abt or Abt's subcontractor in connection with such work (hereinafter the "EOHHS Property"). Abt also agrees to execute all documents and take all actions that may be necessary to confirm such rights.

All copyrightable material contained within a Deliverable and created under this Agreement are works made for hire. Subcontractor bears the burden to prove that a work within a Deliverable was not created under this Agreement. If work is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to subcontractor under such law, subcontractor shall and hereby irrevocably does, assign and transfer to Abt Associates free from all liens and other encumbrances or restrictions, all right, title and interest subcontractor may have or come to have in and to such Deliverable. Subcontractor HEREBY WAIVES IN FAVOR OF ABT (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF ABT IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT

MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

Subcontractor agrees to execute all documents and take all actions that may be reasonably requested by Abt to evidence the transfer of ownership of or license to intellectual property rights described in this **Section D**. Subcontractor acknowledges that there are currently and that there may be future rights that Abt may otherwise become entitled to with respect to Abt Property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that Subcontractor specifically intends the foregoing ownership or rights by the Abt to include all such now known or unknown uses, media and forms of exploitation.

Abt retains all right, title and interest in and to all derivative works of Abt Property.

Clearances

Subcontractor will represent and warrant to Abt that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables or tasks to be developed.

Third-party Intellectual Property

If the Deliverables contain or will contain any third-party intellectual property to which Subcontractor intends to provide a sublicense, Subcontractor must provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements must be included in subcontractor's initial quotation to Abt, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known. Sublicenses to third-party intellectual property can ONLY be provided under PRF61 if they are provided at no charge to Abt.

Payments Subject To Appropriation

Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept.

Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance

The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and

contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts

The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Protection of Personal Data and Information.

The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports.

The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements

Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for

Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act.; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Northern Ireland Certification

Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Attorneys

Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without

limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all

contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

ATTACHMENT D
DATA PRIVACY, SECURITY AND MANAGEMENT

The following terms and conditions of this **ATTACHMENT D** are deemed part of, and are fully incorporated into, the SOW.

Section 1. SCOPE AND DEFINITIONS

Section 1.1 Scope The terms and conditions contained in this **ATTACHMENT D** apply to the Managing Vendor's work on the MassHealth DSRIP Technical Assistance Program (the "TA Program" or the "Program"), its provision of services to, and/or its performance of functions and/or activities for or on behalf of, EOHHS under the SOW and/or the Contractual Agreements to which the Managing Vendor is a party, and to the Managing Vendor's other activities under the SOW, or to a subset of such services, functions and/or activities, in each case as determined and defined by EOHHS ("Covered Activities").

Section 1.2 Definitions.

When used in this Appendix, the following capitalized terms shall have the meanings ascribed to them below:

"Applicable Law" shall mean M.G.L. c. 66A, M.G.L. c. 93H, 801 CMR 3.00, 201 CMR 17, the Privacy and Security Rules, 42 CFR Part 431, Subpart F, 42 CFR Part 2 and any other applicable federal or state law or regulation pertaining to the use, disclosure, maintenance, privacy or security of PI or Commonwealth Security Information.

"Commonwealth Security Information" shall mean all data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.

"Event" shall mean the following, either individually or collectively: 1) any use or disclosure of PI not permitted under this Appendix; 2) any Security Incident; or 3) any other event that would trigger notification obligations under 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other similar Applicable Law requiring notice to consumers and/or oversight agencies in connection with an impermissible use or disclosure or breach of PI.

"Individual" shall mean the person to whom the PI refers and shall include a person or organization who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

"MassIT" shall mean the Massachusetts Office of Information Technology.

"Protected Information" or "PI" shall mean 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 Law that the Managing Vendor (or its subcontractor or agent) creates, receives, acquires, uses, transmits or maintains in connection with its performance of Covered Activities Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§ 164.514(a)-(c).

"Privacy Rule" shall mean the Standards of Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"System" shall mean any system, database, application or other information technology resource

When used in this Appendix, the following terms shall have the same meaning as those terms are used in the Privacy and Security Rules: Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident and Workforce.

All other terms used in this Appendix but not otherwise defined herein or elsewhere in the SOW shall be construed in a manner consistent with the Privacy and Security Rules, M.G.L. c. 66A and all other Applicable Laws.

Section 2. PRIVACY, SECURITY AND DATA MANAGEMENT OBLIGATIONS OF THE MANAGING VENDOR

Section 2.1 Compliance with Applicable Laws The Managing Vendor must comply with all Applicable Laws that may be in effect upon execution of, or as may be effective during the course of, the SOW, including, but not limited to, the Privacy and Security Rules, 42 CFR 431, Subpart F, 42 CFR Part 2 and M.G.L. c. 66A Without limiting the generality of the foregoing, the Managing Vendor acknowledges and agrees as follows:

A. *Obligations under M.G.L. c. 66A* The Managing Vendor acknowledges that in performing Covered Activities it will create, receive, use, disclose, maintain, transmit or otherwise obtain “personal data” (as defined in M.G.L. c. 66A) and that, in so doing, it will become a “holder” of such data for purposes of M.G.L. c. 66A The Managing Vendor agrees that in performing Covered Activities and otherwise complying with this Appendix and other provisions of the SOW it shall, in a manner consistent with the Privacy and Security Rules and other Applicable Laws, comply with M.G.L. c. 66A.

B. *Business Associate* In performing Covered Activities, the Managing Vendor acknowledges and agrees that it is acting as EOHHS’ Business Associate and agrees to comply with all requirements of the Privacy and Security Rules applicable to a Business Associate To the extent that the Managing Vendor is to carry out an obligation of EOHHS under the Privacy Rule pursuant to the SOW, the Managing Vendor agrees that it shall comply with the requirements of such Rule that apply to EOHHS in the performance of such obligation.

C. *42 CFR Part 2* The Managing Vendor agrees that with respect to drug or alcohol abuse information that the Managing Vendor receives, stores, processes or otherwise deals with under the SOW that was obtained by a federally assisted drug or alcohol abuse program for the purpose of treating drug or alcohol abuse, making a diagnosis for that treatment, or making a referral for that treatment (as such terms are used in 42 CFR Part 2), it is bound by 42 CFR Part 2 and shall not access, use or disclose information except as permitted under 42 CFR Part 2.

Section 2.2 Compliance with Third Party Agreements If and to the extent necessary, the Managing Vendor agrees that it shall comply (and shall cause its employees and other Workforce members to comply) with any other privacy and security obligation that is required as the result of EOHHS (or MassIT, on EOHHS’ behalf) having entered into an agreement (any such agreement, a “Third Party Agreement”) with a third party (such as the Social Security Administration, the Department of Revenue or the Centers for Medicaid and Medicare Services) to obtain or to access PI from a third party (any such PI, “Third Party Data”) or to access any System containing Third Party Data or through which Third Party Data could be accessed, including, by way of illustration and not limitation, signing a written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training The Managing Vendor acknowledges and agrees that Third Party Data includes, without limitation, all data that EOHHS receives or obtains from Massachusetts Department of Revenue, the Social Security Administration, the Internal Revenue Service, the Department of Homeland Security or through the Federal Data Services Hub and, notwithstanding anything herein to the contrary, the Managing Vendor may not access any such Third Party Data unless disclosure of such data to the Managing Vendor is permitted under the applicable Third Party Agreement(s), all conditions for disclosure under such Agreement(s) have been satisfied and the Managing

Vendor's access to such data is otherwise permitted under the terms of the SOW (including this Appendix).

Section 2.3 Subcontractors and Agents.

A. The Managing Vendor shall ensure that any subcontractor or agent that uses, maintains, discloses, receives, creates or otherwise obtains PI in connection with a Covered Activity agrees in writing to the same restrictions and conditions that apply to the Managing Vendor under this **ATTACHMENT D**, including, but not limited to, implementing reasonable safeguards to protect such information Without limiting the generality of the foregoing, the Managing Vendor shall ensure that any such agreement satisfies all requirements under the Privacy and Security Rules for a contract or other arrangement with a Business Associate For the avoidance of doubt, the Managing Vendor's arrangements with subcontractors are subject to all other applicable requirements of the SOW.

B. The Managing Vendor shall cause any subcontractor or agent that needs access to "personal data," as defined in M.G.L. c. 66A, or "personal information," as defined in M.G.L. c. 93H, that is used, maintained, received, created or otherwise obtained in connection with the performance of a Covered Activity, or any System containing such data or information, signs an Executive Order 504 Vendor Certification Form, in the form published on the Executive Office of Administration and Finance's website,¹ or other written agreement containing all applicable terms and obligations as contained in such Certification Form, prior to being granted access to such data, information or System Upon EOHHS' request, the Managing Vendor shall provide EOHHS with a listing of its subcontractors who have such access and copies of their signed Certification Forms or other written agreements.

C. If and to the extent necessary, the Managing Vendor shall ensure that any subcontractor or agent that needs access to Third Party Data or a System containing such Data or through which it may be accessed to comply (and to cause its employees and other workforce members to comply) with any privacy and/or security obligation that may be required under a Third Party Agreement The Managing Vendor shall ensure that any such subcontractor has satisfied all such obligations prior to being granted access to the Third Party Data or System The Managing Vendor shall work with EOHHS to ensure that all such obligations are satisfied.

D. For purposes of this Appendix, a "subcontractor" shall include any person or entity that (a) performs a Covered Activity or performs any other activity, or provides goods or services, that are necessary for the performance of a Covered Activity or (b) performs, undertakes or assumes an obligation of the Managing Vendor under the SOW, in each case, other than in the capacity of a member of the Managing Vendor's Workforce For the avoidance of doubt, an Affiliated Partner shall be considered a "subcontractor" for purposes of this Appendix.

Section 2.4 Data Security.

A. *Administrative, Physical and Technical Safeguards* The Managing Vendor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PI and that prevent use or disclosure of such data other than as provided for by the SOW All such safeguards must meet, at a minimum, all standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, the standards set forth in National Institute of Standards and Technology standard: NIST 800-53 – Information Security, moderate standard, and all applicable EOHHS, MassIT and other Commonwealth security and information technology resource policies, processes and mechanisms regarding access to PI or to Systems containing PI or through which PI may be accessed, including those established by Executive Order 504.

¹ The form may be found at <http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/legal-guidance/privacy-and-security/exec-order-504>

1 If the Managing Vendor must access any EOHHS System to perform an activity required by the SOW, the Managing Vendor shall comply with all applicable EOHHS, MassIT and other Commonwealth security and information technology resource policies, processes and mechanisms regarding access to PI, and any specific security mechanisms and processes adopted by EOHHS for access to the System. The Managing Vendor shall protect from inappropriate use or disclosure any password, user ID or other mechanism or code permitting access to any EOHHS System or third party System containing PI or through which PI may be accessed. The Managing Vendor shall give EOHHS prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID or other security mechanism or code, to maintain the integrity of the System.

Upon reasonable notice, the Managing Vendor agrees to allow representatives of EOHHS access to premises where PI is stored for the purpose of inspecting privacy and physical security arrangements implemented by the Managing Vendor to protect such data.

B. *Commonwealth Security Information* If the Managing Vendor obtains access to any Commonwealth Security Information in connection with a SOW Activity, the Managing Vendor may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, the Managing Vendor shall limit access to the information only to its employees and other Workforce members as necessary to perform the permitted purposes. The Managing Vendor shall not release or disclose such information except in accord with EOHHS' express written instructions, unless such disclosure is Required by Law and then only in accordance with the SOW (including this Appendix). While in possession of such information, the Managing Vendor shall apply all applicable privacy and security requirements set forth in the SOW (including this Appendix) to maintain the confidentiality, security, integrity and availability of such information. Notwithstanding any other provision in the SOW (including this Appendix), the Managing Vendor shall report any non-permitted use or disclosure of Commonwealth Security Information to EOHHS within twenty-four (24) hours following the date upon which the Managing Vendor becomes aware of the use or disclosure. The Managing Vendor shall immediately take all reasonable actions to retrieve such information if disclosed to any non-permitted person or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further retrieval action as EOHHS may reasonably require. Notwithstanding any other provision in the SOW (including in this Appendix) regarding termination, the Managing Vendor may not retain any Commonwealth Security Information upon termination of the SOW unless such information is expressly identified in any retention permission granted in accord with this **Section 4.2.B** of **ATTACHMENT D**. If retention is expressly permitted, all data protections stated herein survive termination of the SOW and shall apply for as long as the Managing Vendor retains the information.

Section 2.5 Obligations upon a Non-Permitted Use or Disclosure of PI or other Event

A. *Mitigation and Other Activities* Immediately upon becoming aware of an Event, the Managing Vendor shall take all reasonable and appropriate action necessary to: a) retrieve, to the extent practicable, any PI involved in the Event; b) mitigate, to the extent practicable, any harmful effect of the Event known to the Managing Vendor; and c) take such other action(s) as may be required in connection with the Event to comply with any Applicable Law.

2 Upon request, the Managing Vendor shall take such further actions as EOHHS, may reasonably request to, or shall take such additional action to assist EOHHS further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Event undertaken by the Managing Vendor on its own initiative or pursuant to EOHHS' request shall not relieve the Managing Vendor of its obligations to report such Event or otherwise comply with this **Section 2.5** of **ATTACHMENT D** or any other provisions of the SOW (including this Appendix).

B. *Notification and Reporting Activities* As soon as possible, but in any event no later than two (2) business days following the date upon which the Managing Vendor becomes aware of the Event, the Managing Vendor shall verbally report the Event to EOHHS with as much of the details listed below as possible, and shall follow such verbal report within five (5) business days with a written report outlining the Event with the following information:

1. The date of the Event if known or, if the date is unknown, the estimated date;
2. The date of the discovery of the Event;
3. The nature of the Event, including as much specific detail as possible (e.g., cause, contributing factors, chronology of events);
4. The nature of the PI involved in the Event (e.g., the types of identifiers and other information involved), together with samples of any forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted);
5. The exact number of individuals whose PI was involved in the Event if known or, if unknown, a reasonable estimate based on known facts (categorized according to the type of PI involved, if different types of PI was involved for different individuals), together with a description of how the exact or estimated number of individuals was determined;
6. A summary of the nature and scope of the Managing Vendor's investigation into the Event;
7. The harmful effects of the Event known to the Managing Vendor, all actions the Managing Vendor has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken;
8. A summary of steps taken in connection with and to prevent such Event in the future, including copies of revised policies and procedures, changes in business processes and staff training; and
9. Any additional information and/or documentation that the Managing Vendor is required to provide to EOHHS under 45 CFR § 164.410, M.G.L. c. 93H, § 3(a) or other similar Applicable Law

3 To the extent that any such information is not available at the time of the report, the Managing Vendor shall provide such information to EOHHS as such information becomes available in one or more subsequent written reports The Managing Vendor shall provide EOHHS with such additional information regarding the Event as EOHHS may reasonably request, which additional information may include a written risk analysis rebutting any presumption that the Event constituted a breach for purposes of 45 CFR Part 164, Subpart D The Managing Vendor acknowledges and agrees that it may be subject to reporting obligations under one or more Third Party Agreements in addition to, and/or that differ from, its obligations under **Section 2.5** of this **ATTACHMENT D**.

C. *Obligations under Consumer Notification Laws* If EOHHS determines, in its sole discretion, that it is required to provide notifications to consumers or state or federal agencies under 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other Applicable Law as a result of the Event, the Managing Vendor shall, at EOHHS' request, assist EOHHS in drafting such notices for EOHHS' review and approval, and shall take such other action(s) as EOHHS may reasonably request in connection with EOHHS' compliance with 45 CFR Part 164, Subpart D, M.G.L. c. 93H or other Applicable Law, but in no event shall the Managing Vendor have the authority to give any such notifications on EOHHS' behalf unless EOHHS authorizes and directs the Managing Vendor to do so in writing.

4 The Managing Vendor shall reimburse EOHHS for reasonable costs incurred by EOHHS associated with any such notifications to the extent that such costs are due to: (a) the Managing Vendor's failure to meet its responsibilities under, or in violation of, any provision of the SOW (including this Appendix); (b) the Managing Vendor's violation of Applicable Law; (c) the Managing Vendor's negligence; (d) the Managing Vendor's failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under Applicable Law; or (e) any activity or omission of the Managing Vendor resulting in or contributing to an Event triggering such notification requirement under Applicable Law At EOHHS' election, the Managing Vendor shall, in lieu of providing such reimbursement, provide or pay for such notifications directly in accordance with EOHHS' instructions.

Section 2.6 Response to Legal Process The Managing Vendor shall report to EOHHS, both verbally and in writing, any instance where PI or any other data obtained in connection with the SOW is subpoenaed or becomes the subject of a court or administrative order or other legal process The Managing Vendor shall provide such report to EOHHS as soon as feasible upon receiving or otherwise becoming aware of the legal process; *provided, that* the Managing Vendor shall provide such report no later than five business days prior to the applicable response date In response to such legal process, and in accordance with instructions from EOHHS, the Managing Vendor shall take all reasonable steps, including objecting to the request when appropriate, to comply with M.G.L. c. 66A § 2(k), 42 CFR § 431.306(f), 42 CFR Part 2 and any other Applicable Law If EOHHS determines that it shall respond directly, the Managing Vendor shall cooperate and assist EOHHS in its response.

Section 2.7 Individual's Privacy Rule Rights

5 With respect to any relevant PI in the Managing Vendor's possession, the Managing Vendor shall take such action as may be requested by EOHHS to meet EOHHS' obligations under 45 CFR §§ 164.524, 164.526 or 164.528 or other Applicable Law pertaining to an Individual's right to access, amend or obtain an accounting of uses and/or disclosures of its PI, in sufficient time and manner for EOHHS to meet its obligations under such Privacy Rule provisions or other Applicable Law If an Individual contacts the Managing Vendor with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 or 164.528 or similar Applicable Law with respect to PI in the Managing Vendor's possession, the Managing Vendor shall notify EOHHS' Privacy Officer or other designated representative within two business days of the Individual's request and cooperate with EOHHS to meet any of its obligations with respect to such request If EOHHS determines that the Managing Vendor should respond or otherwise take action in response to such request directly, the Managing Vendor shall respond or otherwise take such action in accordance with EOHHS' direction At EOHHS' election, the Managing Vendor agrees to enter into a written agreement (including an amendment to the SOW) memorializing such direction.

6 With respect to an Individual's right to an accounting under 45 CFR § 164.528, the Managing Vendor shall document all disclosures of PI and other data access activities as would be necessary for EOHHS to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528 The Managing Vendor shall also document uses and disclosures of PI and other data access activities to the extent required under M.G.L. c. 66A, § 2(f).

Section 2.8 Record Access The Managing Vendor shall make its internal practices, books and records, including policies and procedures, relating to the protection, security, use and disclosure of PI and Commonwealth Security Information obtained under the SOW, and the security and integrity of Systems containing PI or Commonwealth Security Information or through which it may be accessed, available to EOHHS and the Secretary, in a time and manner designated by the requesting party, for purposes of enabling EOHHS to determine compliance with the SOW (including this Appendix) or for purposes of enabling the Secretary to determine compliance with the Privacy and Security Rules.

Section 2.9 Electronic and Paper Databases Updates Within thirty days of the effective date of the SOW, the Managing Vendor shall provide EOHHS an accurate list of electronic and paper databases and other Systems containing PI, together with a brief description of the various uses of the databases and Systems. The Managing Vendor shall update such lists as necessary in accord with the addition or termination of such databases and Systems.

Section 2.10 Compliance Officer Within five days of the effective date of the SOW, the Managing Vendor shall notify EOHHS in writing of the name of the individual(s) responsible for compliance with the provisions of this Appendix and any other SOW requirement relating to the privacy and security of PI (any such individual(s) or his or her replacement(s), the “Privacy/Security Officer”) The Managing Vendor shall also notify EOHHS in writing within five business days of any transfer of the Privacy/Security Officer’s duties to any other person(s) within its organization.

Section 2.11 Permitted Uses and Disclosures of PI by the Managing Vendor Except as otherwise limited in this Appendix, including in this **Section 2.11** of **ATTACHMENT D**, or elsewhere in the SOW, the Managing Vendor may use or disclose PI only as follows:

A. *Covered Activities* The Managing Vendor may use or disclose PI to perform Covered Activities; *provided, that* such use or disclosure would not: (a) violate the Privacy Rule or other Applicable Law if done by EOHHS; (b) violate the EOHHS’ Minimum Necessary policies and procedures that are known to the Managing Vendor or that EOHHS advises the Managing Vendor of; or (c) conflict with statements in EOHHS’ Notice of Privacy Practices. In performing Covered Activities, the Managing Vendor represents that it shall seek from EOHHS only the amount of PI that is minimally necessary to perform or provide the particular Covered Activity. To the extent the Managing Vendor requests PI from other Covered Entities or parties under the SOW on EOHHS’ behalf, the Managing Vendor shall only request an amount of PI that is reasonably limited to the minimal necessary to perform or provide the intended Covered Activity for which the PI was requested.

B. *Required by Law* The Managing Vendor may use or disclose PI as Required by Law, consistent with the restrictions of 42 CFR Part 431, Subpart F, 42 CFR Part 2, M.G.L. c. 66A, any other Applicable Law or any applicable Third Party Agreement.

C. *Restriction on Contacting Individual* The Managing Vendor shall not use PI to contact or to attempt to contact an Individual unless such contact is: (1) necessary to perform a Covered Activity or otherwise contemplated by the SOW; or (2) made in accordance with EOHHS’ written instructions.

D. *Publication Restriction* The Managing Vendor shall not use PI for any publication, statistical tabulation, research, report or similar purpose, regardless of whether or not the PI can be linked to a specific individual or has otherwise been de-identified in accord with the standards set forth in 45 CFR § 164.514, unless the Managing Vendor is specifically required to do so under the SOW (and has complied with all applicable requirements related thereto) or the Managing Vendor has obtained EOHHS’ prior written consent. In no event shall any resulting publication, report or other material contain PI unless the publication, report or other material is made available only to EOHHS or the Managing Vendor has obtained the specific written approval of EOHHS’ Privacy Officer.

Section 3. EOHHS’ OBLIGATIONS UNDER THIS APPENDIX

Section 3.1 Changes in Notice of Privacy Practices EOHHS shall notify the Managing Vendor in writing of any change in its Notice of Privacy Practices to the extent that such change may affect the Managing Vendor’s use or disclosure of PI under the SOW, and shall provide the Managing Vendor with a new copy of its Notice of Privacy Practices reflecting such change.

Section 3.2 Notification of Changes in Authorizations to Use or Disclose PI EOHHS shall notify the Managing Vendor in writing of any change in, or revocation of, permission by an

Individual to use or disclose PI that is known to EOHHS, to the extent that such change may affect the Managing Vendor's use or disclosure of PI under the SOW.

Section 3.3 Notification of Restrictions EOHHS shall notify the Managing Vendor in writing of any restriction to the use or disclosure of PI that EOHHS has agreed to in accord with 45 CFR § 164.522, to the extent that such restriction may affect the Managing Vendor's use or disclosure of PI under the SOW.

Section 3.4 Requests to Use or Disclose PI EOHHS shall not request that the Managing Vendor use or disclose PI in a manner that EOHHS knows would violate the Privacy Rule if done by EOHHS.

Section 4. TERMINATION

Section 4.1 Termination for Privacy or Security Violation.

A. Notwithstanding any other provision in the SOW, EOHHS may terminate the SOW immediately upon written notice to the Managing Vendor if EOHHS determines, in its sole discretion, that the Managing Vendor has violated any material term of this Appendix or any material term contained elsewhere in the SOW that pertains to the security or privacy of PI.

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

Section 4.2 Effects of Termination.

A. Except as provided in **Subsection 4.2.B** immediately below, upon termination or expiration of the SOW for any reason whatsoever, the Managing Vendor shall, at EOHHS' direction, either return or destroy all PI and Commonwealth Security Information, and the Managing Vendor shall not retain any copies of such PI or Commonwealth Security Information in any form. In no event shall the Managing Vendor destroy any PI or Commonwealth Security Information without first obtaining EOHHS' approval. In the event destruction is permitted, the Managing Vendor shall destroy PI and Commonwealth Security Information in accord with standards set forth in NIST Special Publication 800-88, Guidelines for Media Sanitization, all Applicable Laws and applicable retention laws and regulations and all data security policies including policies issued by EOHHS and MassIT. This provision shall apply to all PI and Commonwealth Security Information in the possession of the Managing Vendor's subcontractors and agents, and the Managing Vendor shall ensure that all such information in the possession of its subcontractors and agents has been returned or destroyed and that no subcontractor or agent retains any copies of such information in any form, in accord with EOHHS' instructions.

B. If the Managing Vendor determines that returning or destroying PI or Commonwealth Security Information is not feasible, the Managing Vendor shall provide EOHHS written notification of the conditions that make return or destruction not feasible. If, based on the Managing Vendor's representations, EOHHS concurs that return or destruction is not feasible, the Managing Vendor shall extend all protections pertaining to PI and/or Commonwealth Security Information set forth in this Appendix and elsewhere in the SOW to all such information and shall limit further uses and disclosures of such information to those purposes that make its return or destruction not feasible, for as long as the Managing Vendor (or any of its subcontractors or agents) maintains any PI or Commonwealth Security Information.

Section 5. MISCELLANEOUS PROVISIONS

Section 5.1 Regulatory References Any reference in this Appendix or elsewhere in the SOW to a section of the Privacy and Security Rules or other Applicable Law refers to that section as in effect or as subsequently amended.

Section 5.2 Survival Notwithstanding any other provision concerning the term of the SOW, all protections and other obligations of the Managing Vendor pertaining to PI and/or Commonwealth Security Information set forth herein shall survive the termination of the SOW and shall continue to apply until such time as all such information is returned or destroyed in accordance with **Section 4.2.A** of this **ATTACHMENT D**, or until any period of storage following termination is ended, or if return or destruction is not feasible, for as long as the Managing Vendor or a subcontractor or agent maintains the information in accord with **Section 4.2.B** of this **ATTACHMENT D**.

Section 5.3 Interpretation Any ambiguity in this **ATTACHMENT D** or the SOW shall be resolved to permit EOHHS and the Managing Vendor to comply with the Privacy and Security Rules, 42 CFR Part 431, Subpart F, M.G.L. c. 66A and any other Applicable Law.



BOLD THINKERS DRIVING
REAL-WORLD IMPACT

ATTACHMENT H
ACO/MCO-CP AGREEMENT APPENDIX TO ACO/MCO AND CP CONTRACTS WITH
MASSHEALTH

APPENDIX U

Requirements for ACO/MCO-CP Agreements and CP Documented Processes

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

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

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

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

SECTION 1. ENROLLEE ASSIGNMENT AND ENGAGEMENT

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

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

SECTION 2. OUTREACH

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

- B.** The Parties' CP Documented Process for the BH CP to notify the Contractor about its progress on outreach to the Contractor's Assigned Enrollees shall, at a minimum:
1. Specify the elements included in such notification, which at a minimum shall include the Assigned Enrollee's name, date of birth, MassHealth ID number and status (i.e. Engaged, in process, declined participation or unreachable);
 2. Specify the frequency of such reporting, which shall not be less than monthly;
 3. Specify the file type of such notification (e.g. Excel file or other mutually agreed upon file type);
 4. Specify the transmission method (e.g. secure email or the MassHIway); and
 5. Be approved by both Parties.

SECTION 3. ADMINISTRATION OF CARE MANAGEMENT AND CARE COORDINATION

- A.** The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Specify that no Party to the ACO/MCO-CP Agreement may obligate the other Party to use a specific Comprehensive Assessment tool or Care Plan format or planning process, provided however that EOHHS may specify such Comprehensive Assessment tool or Care Plan format or planning process;
 2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for Enrollee care coordination and Care Management, as described in this **Appendix U, Section 3.B**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
 3. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for Enrollee transitions of care, as described in this **Appendix U, Section 3.C**, by the Community Partners (CP) Operational Start Date and at all times after such date;
- B.** The Parties' CP Documented Process for Enrollee care coordination and Care Management shall, at a minimum:
1. Clarify and document the respective roles and responsibilities of the Parties pertaining to care coordination and Care Management for Assigned and Engaged Enrollees, as specified in each Party's respective contract with EOHHS;

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2. Specify how the Contractor and the Assigned or Engaged Enrollee's PCP or PCP Designee will be included on the Assigned or Engaged Enrollee's Care Team and Care Team communications, including each Party's participation in case conferences/clinical rounds, where applicable, and how the PCP or PCP Designee will document approval of the Assigned or Engaged Enrollee's Care Plan and inform the BH CP of approval;
 3. Specify the form, format and frequency for exchanging information and approvals necessary for care coordination and Care Management, including initial and updated Comprehensive Assessments and Care Plans;
 4. Specify the Contractor's process for determining when responsibility for care coordination and Care Management for certain Assigned or Engaged Enrollees as described in **Section 2.5.F.6.b** of the Contract will be transitioned from the BH CP to the Contractor;
 5. Specify the process for transitioning the care coordination and Care Management of Assigned or Engaged Enrollees from the BH CP to the Contractor, as determined by the criteria in this **Appendix U, Section 3.B.4**, above, including the process for notifying the BH CP and exchanging relevant Assigned or Engaged Enrollee data; and
 6. Be approved by both Parties.
- C. The Parties' CP Documented Process for transitions of care shall, at a minimum:
1. Clarify and document the respective roles and responsibilities of the Parties pertaining to transitions of care for Assigned and Engaged Enrollees, as specified in each Party's respective contract with EOHHS;
 2. Specify the form, format and frequency for timely event notification, document exchange, and bi-directional updates regarding time-sensitive care-related information about Assigned and Engaged Enrollees, including, but not limited to, emergency department visits, inpatient admissions and transitions of care; and
 3. Be approved by both Parties.

SECTION 4. RECOMMENDATIONS FOR SERVICES

- A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate the Contractor to provide the BH CP with information pertaining to ACO Covered Services and non-ACO Covered

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

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

SECTION 5. DATA SHARING AND IT SYSTEMS

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

SECTION 6. PERFORMANCE MANAGEMENT AND CONFLICT RESOLUTION

- A. The Contractor's ACO/MCO – CP Agreements shall, at a minimum:
1. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for continued management of the ACO/MCO-CP Agreement, as described in this **Appendix U, Section 6.B**, by the Community Partners (CP) Operational Start Date and at all times after such date;

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2. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for conflict resolution to address and resolve concerns or disagreements between the Parties which may arise, including but not limited to clinical, operational and financial disputes, as described in this **Appendix U, Section 6.C**, by the Community Partners (CP) Operational Start Date and at all times after such date; and
 3. Obligate both Parties to develop, maintain, and implement a mutually agreed upon CP Documented Process for development of a performance improvement plan, as described in this **Appendix U, Section 6.D**, by the Community Partners (CP) Operational Start Date and at all times after such date;
- B.** The Parties' CP Documented Process for management of the ACO/MCO-CP Agreement shall, at a minimum:
1. Specify the frequency and format of regular meetings between the Parties for the purposes of discussing the Parties' compliance under the ACO/MCO-CP Agreement, which shall not occur less than quarterly;
 2. Specify the intended topics of discussion during such meetings, which shall include topics such as, but not limited to, Enrollee outreach, cost, utilization, quality and performance measures, communication between the Parties, and Enrollee grievances; and
 3. Be approved by both Parties.
- C.** The Parties' CP Documented Process for conflict resolution shall, at a minimum:
1. Specify the circumstances within the ACO/MCO – CP Agreement and CP Documented Processes (e.g. clinical, operational, and financial) under which a Party to the ACO/MCO-CP Agreement may initiate such process;
 2. Specify the point(s) of contact from each Party for relevant communications related to each type of conflict resolution;
 3. Specify that EOHHS shall not act as an arbitrator or mediator in such process;
 4. Specify the process for implementation of a performance improvement plan, as described in this **Appendix U, Section 6.D**, below, as a part of the conflict resolution process;
 5. Specify the anticipated timeframe for resolution;
 6. Specify the process for notification to EOHHS, should the issue not be resolved after following the process as described above; and
 7. Be approved by both Parties;

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

SECTION 7. TERMINATION

- A.** The Contractor's ACO/MCO – CP Agreements shall, at minimum:
1. Obligate both Parties, prior to termination of the ACO/MCO-CP Agreement by either Party, to:
 - a. Follow all conflict resolution processes, as appropriate, described in this **Appendix U, Section 6.C**;
 - b. Submit advance notice to EOHHS at least 90 days prior to the anticipated date of termination;
 2. Specify that both Parties may only terminate the ACO/MCO – CP Agreement for cause. In cases of material breach of the ACO/MCO-CP Agreement or if either Party terminates its relevant ACO or BH CP contract with EOHHS, termination of the ACO/MCO – CP Agreement may be made without following all conflict resolution processes described in this **Appendix U, Section 6.C**;
 3. If EOHHS terminates the relevant contract with the Contractor or BH CP, termination of the ACO/MCO – CP Agreement may be made without following all conflict resolution processes described in this **Appendix U, Section 6.C**; and
 4. If EOHHS notifies a Party to the ACO/MCO-CP Agreement, indicating that the other Party has materially breached its contract with EOHHS, in the sole determination of EOHHS, the first Party

may terminate the ACO/MCO-CP Agreement without following all conflict resolution processes described in this **Appendix U, Section 6.C**;

5. Specify that in the event of termination of the ACO/MCO-CP Agreement, the obligations of the Parties under the ACO/MCO-CP Agreement, with regard to each Assigned and Engaged Enrollee at the time of such termination, will continue until the Enrollee has been Disengaged from the CP program and the BH CP has provided a warm hand-off of the Assigned or Engaged Enrollee to the ACO, a new ACO or MCO, or a new CP, if applicable, and the transition of Enrollee data in accordance with the Parties' data policies, provided, however, that the Parties shall exercise best efforts to complete all Disengagement activities within one month from the date of termination, expiration, or non-renewal of the ACO/MCO-CP Agreement;

SECTION 8. OTHER REQUIREMENTS SPECIFIED BY EOHHS

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

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

SECTION 9. SUSTAINABILITY

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