

**Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Medicaid**

Request for Applications

For

Hospital-Determined Presumptive Eligibility

Document Number: 14CBEHSHPERFA

Issued: March 21, 2014

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Appendix A: Contract (included in this document)

Appendix B: Application (available as separate downloadable document)

Appendix C: Executive Order 504 Certification (available as separate downloadable document)

Section I. Introduction

The Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS) is issuing this Request for Applications (RFA) to solicit applications from Hospitals that elect to perform presumptive eligibility determinations for certain individuals that, on the basis of preliminary information, appear to be eligible for MassHealth coverage.

The Affordable Care Act (ACA) allows Hospitals to make presumptive eligibility determinations for temporary coverage using self-attested information from certain individuals who appear to be eligible for Medicaid coverage.

With this RFA, MassHealth seeks applications from Hospitals that wish to make presumptive eligibility determinations under the ACA. Upon receipt of applications to this RFA, EOHHS shall evaluate each submission based on the criteria set forth in this RFA. Upon EOHHS' approval of a Hospital's application, the Hospital and the EOHHS shall execute a MassHealth Hospital-Determined Presumptive Eligibility Contract. The non-financial Contract will remain valid until either party terminates the Contract or the Hospital is disqualified from making presumptive eligibility determinations, whichever occurs first. EOHHS reserves the right to terminate this agreement immediately without notice if it determines that any material term of the Contract has been violated.

Section II. Definitions

The following terms appearing capitalized throughout this RFA and its appendices shall be defined as follows, unless the context clearly indicates otherwise.

Affordable Care Act (ACA) — the informal term for the two federal statutes known as the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, and the Health Care and Education Reconciliation Act, Pub. L. No. 111-152, of 2010.

Centers for Medicare & Medicaid Services (CMS) — the federal agency under the Department of Health and Human Services that is responsible for administering the Medicare and Medicaid programs.

Certified Application Counselor Organization (CACO) — an organization that has entered into a Certified Application Counselor Organization Designation Agreement with EOHHS and the Connector, fulfills its responsibilities and remains in good standing.

Certified Application Counselor (CAC) — a staff, volunteer, or third-party contractor of a CACO who has been certified as a Certified Application Counselor by EOHHS and the Connector.

Commonwealth Health Insurance Connector Authority (Connector or Exchange) — the independent public entity established by M.G.L. chapter 176Q, section 2, the purpose of which is to facilitate the availability, choice and adoption of private health insurance plans to eligible individuals and groups.

Contract (also **MassHealth Hospital-Determined Presumptive Eligibility Contract or Agreement**) — the non-financial agreement executed between each selected Hospital and EOHHS, which is contained in **Appendix A** attached hereto, and incorporates all of the provisions of this RFA.

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

Health Insurance Exchange (HIX)/Integrated Eligibility System (IES) — a web-based Health Insurance Exchange (HIX)/Integrated Eligibility System (IES) developed for Massachusetts' healthcare programs to streamline eligibility determinations through real-time data matching with state and federal databases.

Hospital — any Hospital, including Satellite Clinics, that participates as a MassHealth provider pursuant to the terms of the MassHealth applicable Hospital RFA and corresponding regulations; or any Hospital owned and operated by the Commonwealth; or any out-of-state Hospital that participates in MassHealth pursuant to applicable MassHealth regulations (see, 130 CMR 415.000 et seq; 130 CMR 410.000 et seq; 130 CMR 425.000 et seq; 130 CMR 434.000 et seq; and 130 CMR 435.000 et seq.)

Hospital-Determined Presumptive Eligibility Application (HPE Application) — the application provided by EOHHS that a Certified Application Counselor completes, and by which a Qualified Hospital determines, whether an individual is eligible for temporary health care benefits under Hospital determined presumptive eligibility requirements.

MassHealth (also **Medicaid**) — the medical assistance program administered by EOHHS to furnish and pay for medical services pursuant to M.G.L. c. 118E and Titles XIX and XXI of the Social Security Act, and any approved waivers of such provisions.

MassHealth Application — a request for health benefits that is received by the MassHealth agency and includes all required information and a signature by the applicant or his or her authorized representative. The application may be submitted at www.MAHealthConnector.org, or the applicant may complete a paper application, complete a telephone application, or apply in person at a MassHealth Enrollment Center (MEC).

Member — a person determined by EOHHS, or presumptively determined by a Hospital, to be eligible for medical assistance under the MassHealth program.

Navigator/CAC Portal — a website which requires an individual CAC to have log-in credentials to enter the portal. The portal allows CACs to provide assistance to individuals who wish to apply for health care benefits.

Provider — an individual or entity that has a written contract with EOHHS to provide medical goods or services to Members.

Qualified Hospital (or Contractor) — a Hospital that submits a satisfactory application in response to this RFA and enters into a MassHealth Hospital-Determined Presumptive Eligibility

Contract with EOHHS to make MassHealth presumptive eligibility determinations pursuant to the ACA, 42 CFR 435.1110 and governing state regulations, policies and procedures.

Satellite Clinic — a facility that operates under a Hospital’s license, is subject to the fiscal, administrative, and clinical management of the Hospital, provides services to Members solely on an outpatient basis, is not located at the same site as the Hospital’s inpatient facility, and demonstrates to EOHHS’ satisfaction that it has CMS provider-based status in accordance with 42 CFR 413.65.

State-developed Performance Standards –metrics developed by EOHHS regarding submission of applications for full MassHealth benefits and the outcome of such applications and other measures designed to evaluate Hospitals’ presumptive eligibility performance as they may be updated from time to time.

Section III. Provider Qualifications

Hospitals must be “Qualified Hospitals” to perform presumptive eligibility determinations. In order to be considered qualified, a Hospital must:

1. Use only properly trained CACs on-site at a Hospital location to assist Hospitals in making presumptive eligibility determinations.
2. Notify EOHHS of its election to make presumptive eligibility determinations in accordance with EOHHS policy and guidelines;*
3. Agree to make presumptive eligibility determinations in accordance with federal and state statutes, regulations, policies and procedures, including training requirements and, if a Hospital uses third party contractors, the requirement in 42 CFR 435.1102(b)(2)(vi) that a Hospital cannot “delegate the authority to determine presumptive eligibility to another entity”;
4. Agree to have CACs available to assist individuals to complete and submit a full MassHealth Application as described in 130 CMR 502.001 in accordance with all applicable requirements; and
5. Not be disqualified by EOHHS from making presumptive eligibility determinations.

A Hospital that seeks to participate but does not meet all of the above requirements will not be approved to make presumptive eligibility determinations.

In determining whether a Hospital satisfies the requirements set forth in Section III, EOHHS may evaluate, pursuant to an on-site audit or otherwise, a number of factors including, but not limited to, State-developed Performance Standards.

Section IV. Provider Election

A Hospital must notify EOHHS of its election to make presumptive eligibility determinations by

*For purposes of this RFA, completing the application included in this RFA shall constitute notice of intent as required by 42 CFR 435.1110 and 130 CMR 450.110.

submitting an Application in response to this RFA. The enrollment process will remain open under this RFA. Hospitals must return a signed agreement and participate in any training necessary prior to making presumptive eligibility determinations.

Section V. Compliance

Prior to performing any presumptive eligibility determinations, Hospitals that elect to perform presumptive eligibility determinations and their CACs will be required to participate in training sessions that are administered by EOHHS. Hospitals are required to maintain records of the names of CACs and their CAC training status as set forth in the Contract. CACs will use the HPE Application and presumptive eligibility notices provided by EOHHS. CACs will be required to offer assistance to individuals who are determined presumptively eligible in completing a full MassHealth Application for coverage.

EOHHS will monitor and track each Qualified Hospital's implementation of presumptive eligibility determinations using State-developed Performance Standards regarding submission of applications for full MassHealth benefits and the outcome of such applications. The Qualified Hospital will provide the data specified by EOHHS on performance indicators to assist EOHHS in monitoring compliance with the performance standards. The data will be submitted in accordance with EOHHS directions and timeframes.

MassHealth will monitor two measures to ensure that Hospitals are making presumptive eligibility determinations in a judicious manner. The details of performance measurement are provided in the contract. EOHHS will work with Hospitals that do not meet the standards to provide additional training, and, if necessary, develop and implement corrective action plans.

Section VI. Presumptive Eligibility Determinations

When conducting presumptive eligibility determinations, the Qualified Hospital will rely on information provided by applicants. It will not require or request any documentation or verification of the information, nor will it require any information that is not needed for a presumptive eligibility determination.

The Qualified Hospital will use a simplified measure of an individual's household and income to make presumptive eligibility determinations. It will require applicants to attest to their citizenship or immigration status and residency when completing the HPE Application.

Hospitals may make presumptive eligibility determinations for:

- Children aged 0-18 and young adults aged 19-20 eligible for MassHealth Standard
- Pregnant women eligible for MassHealth Standard
- Former foster care youth up to age 26 eligible for MassHealth Standard
- Adults aged 21-64 eligible for MassHealth CarePlus
- Parents or other caretaker relatives eligible for MassHealth Standard
- Uninsured individuals with breast or cervical cancer eligible for MassHealth Standard
- HIV positive individuals eligible for MassHealth Standard or HIV-Family Assistance
- Children who are non-qualified permanent residents under color of law (PRUCOLs) eligible

for MassHealth Family Assistance

Individuals found presumptively eligible will receive the MassHealth coverage for which they appear eligible (i.e., MassHealth Standard, MassHealth CarePlus, or MassHealth Family Assistance). No presumptive eligibility is offered for other MassHealth coverage including, but not limited to, MassHealth Limited and Health Safety Net.

Once an individual is approved or denied presumptive eligibility coverage by the Hospital, the Qualified Hospital will notify individuals in writing and orally if appropriate, of the non-appealable outcome of the presumptive eligibility determination.

For individuals found presumptively eligible for MassHealth, the notice will explain the duration of their presumptive eligibility; the services available to them and how to access them; and information on how to submit an application for continued coverage and the importance of doing so. If they are not found presumptively eligible, the notice will inform them of the decision; provide a reason for the determination; and advise them how to submit the full MassHealth Application. EOHHS will provide notice language for the Qualified Hospitals to use.

Section VII. Disqualification

If a Qualified Hospital does not follow state or federal laws, regulations, policies and procedures, or is not successful in helping individuals to submit full MassHealth Applications in accordance with the established State-developed Performance Standards, EOHHS will require the Qualified Hospital to participate in additional training or other reasonable corrective action measures as appropriate.

After any corrective action measures have been implemented, if a Qualified Hospital fails to comply with any corrective action plan or one or more established State-developed Performance Standards, the Contract may be suspended for a period of time or permanently terminated.

If the Hospital is disqualified from making presumptive eligibility determinations, such disqualification will not necessarily limit the Hospital from participating in MassHealth or any agreements other than this one between the Hospital and EOHHS.

Section VIII. Application Instructions

A Hospital's application to elect to make presumptive eligibility determinations may be rejected if it fails to meet any one of the following criteria:

A. Proper Submission

Each Hospital must submit a complete application and one (1) copy in accordance with these instructions to the designated address in this RFA. (See **Section IX** of this RFA.)

B. Acceptance of Agreement

Appendix A, the Hospital-Determined Presumptive Eligibility Contract, is the Contract that will be awarded pursuant to this RFA. The applicant must accept the provisions of **Appendix A** without revision by signing the last page of **Appendix A**.

C. Certification

The Hospital must complete **Appendix B** and certify that all information and documentation required to be on file with MassHealth is complete, current and correct.

D. Executive Order 504

All contracts entered into by state agencies after January 1, 2009 must contain provisions requiring applicants to certify that they have read EXECUTIVE ORDER 504, that they have reviewed and will comply with all information, security programs, plans, guidelines, standards and policies that apply to the work they will be performing for their contracting agency, that they will communicate these provisions to and enforce them against their subcontractors, and that they will implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which they are given access as part of the contract from unauthorized access, destruction, use, modification, disclosure or loss. The provisions shall be enforced through the contracting agency and the Operational Services Division. Any breach shall be regarded as a material breach of the contract that may subject the Applicant to appropriate sanctions.

Accordingly, the MassHealth Hospital-Determined Presumptive Eligibility Contract contained in **Appendix A** requires that Hospitals complete and return the Executive Order 504 Certification contained in **Appendix C**.

Section IX. RFA Information

A. Issuing Office

Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Medicaid
One Ashburton Place, 11th floor
Boston, MA 02108

B. Comm-PASS Transition to COMMBUYS eProcurement System

The Commonwealth Procurement Access & Solicitation System (Comm-PASS), in use since 2004, is being retired and replaced by a new eProcurement system known as COMMBUYS. In order for data to migrate from Comm-PASS to COMMBUYS the Operational Services Division (OSD) has identified a transition period during which no new solicitations or updates to existing solicitations and contracts will be able to be published by agency staff on Comm-PASS. This transition period is tentatively scheduled for February 28, 2014 – March 23, 2014. **During the transition period any information that EHS would normally post to Comm-PASS will be posted to the following website:** <http://www.mass.gov/eohhs/comm-pass>.

Applicants are cautioned to check this site regularly, as this will be the sole method used for notification of changes to open solicitations and new solicitations during the transition period. Applicants may also contact the issuer identified in this RFA to confirm that they have the most recent documents necessary to respond. After the transition period, all information

about this RFA can be found on COMMBUYS by searching the **Alternate ID field** for the RFA document number **14CBEHSHPERFA**.

All applicants responding to this RFA agree that: (1) they will maintain an active Comm-PASS account until such time as the Commonwealth's new eProcurement system, COMMBUYS, replaces the Comm-PASS system; (2) they will maintain an active vendor account in COMMBUYS; (3) they will, if directed to do so by the procuring entity, activate and maintain a contract and technically compliant catalog in COMMBUYS; (4) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (5) Applicant understands and acknowledges that all references to the Comm-PASS website or related requirements throughout this RFA shall be superseded by comparable requirements pertaining to the COMMBUYS website upon replacement of the Comm-PASS system; and (6) in the event the Commonwealth adopts an alternate eProcurement system, successful Applicants will be required to utilize such system, as directed by the procuring entity.

To learn more about the COMMBUYS system, please visit: <http://www.mass.gov/anf/budget-taxes-and-procurement/procurement-info-and-res/conduct-a-procurement/commbuys/>

C. Applicants' Conference Call

Applicants and interested parties are invited to attend a non-mandatory Applicants' Conference Call. EOHHS will address questions pertaining to this RFA at that time. Oral answers shall be given if the information is then available. Written answers may be prepared for certain questions of general interest and made available to prospective applicants after the date of the conference as described in **Section IX.B**.

Date	Friday, March 28, 2014
Time	4:00 p.m. – 5:00 p.m.
Conference Call Instructions	Toll-free Number: 866-565-6580 Passcode: 9593452

D. Inquiries

Since this a rolling enrollment RFA, prospective applicants may submit written business and contractual questions concerning this RFA at any time to Melissa Morrison at melissa.morrison@state.ma.us. Inquiries may also be mailed to the address specified in **Section IX.A**, or faxed to at 617-573-1893. Initially, however, prospective applicants are requested to submit such questions by 4:00 p.m. on Monday, March 31, 2014, for potential inclusion in a written question and answer document.

EOHHS shall review inquiries received and will identify questions for which written answers will be prepared. The written answers will be posted as described in **Section IX.B**. Only written answers are binding on EOHHS.

E. Addendum or Withdrawal of RFA

If it becomes necessary to revise any part of this RFA, or if additional data is necessary to clarify any of its provisions, EOHHS reserves the right to amend this RFA at any time. Any such amendment will be posted as described in **Section IX.B**. EOHHS further reserves the right to terminate this procurement in whole or in part at any time.

F. Anticipated Date of Contractor Selection

EOHHS anticipates selection of Contractors on a rolling basis.

G. Anticipated Date of Contract Commencement

EOHHS anticipates that the Contracts will commence no earlier than April 7, 2014.

H. Public Records

All applications and related documents submitted in response to this RFA are public records under the Massachusetts Freedom of Information Law, M.G.L. c. 66, Section 10, and M.G.L. c. 4, Section 7, regarding public access to such documents. Statements inconsistent with public record laws will be disregarded.

I. Limitations

This Request for Application does not commit EOHHS to award a Contract, to pay any costs incurred in the preparation of the application, or to procure or contract for services or supplies. EOHHS reserves the right to accept or reject any and all applications received as a result of this request, or to cancel this RFA in any part or in its entirety if it is in the best interest of EOHHS to do so. To the extent that the provisions or standards require State Plan approval by the Centers for Medicare and Medicaid Services (CMS), Contracts are subject to such approval. EOHHS reserves the right to amend the RFA as necessary to meet federal requirements.

J. Cost of Application

No costs or expenses incurred by applicants in submitting a response to this RFA shall be borne by the Commonwealth.

K. Return of Applications

The Commonwealth shall be under no obligation to return any materials submitted by an applicant in response to this RFA.

L. Reasonable Accommodation

Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFA information in an alternative format, must submit a written statement to the RFA contact person describing the Applicant's disability and the requested accommodation to the contact person for the RFA. EOHHS reserves the right to reject unreasonable requests.

M. Privacy and Security of Health Information

Applicants shall comply with all state and federal laws, regulations, policies and procedures relating to confidentiality, privacy, and security.

Section X. Timetable

The following timetable represents EOHHS' best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Eastern Time.

EOHHS reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFA timetable shall be posted as described in **Section IX.B.**

EVENT	DATE/TIME
RFA Issued	March 21, 2014
Applicants' Conference Call	March 28, 2014, 4:00 p.m.
Applicant Submission of Written Inquiries (suggested)	March 31, 2014, 4:00 p.m.
Contract Effective Date (earliest anticipated)	April 7, 2014

Commonwealth of Massachusetts
Executive Office of Health and Human Services

Appendix A

MassHealth Hospital-Determined Presumptive Eligibility Contract

(Applicants are instructed to fill in the blanks and sign)

MassHealth Hospital-Determined Presumptive Eligibility Contract

Agreement between the Commonwealth of Massachusetts, acting by and through its Executive Office of Health and Human Services (hereinafter “EOHHS”), and

(legal name of Contractor or Qualified Hospital)

(hereinafter “the Contractor” or Qualified Hospital), with a principal place of business located at:

(address(es) of Hospital[s])

This non-financial Agreement (“Agreement”) is between the Commonwealth of Massachusetts, Executive Office of Health and Human Services (“EOHHS”) located at One Ashburton Place, Boston, Massachusetts 02108, and _____ (the “Qualified Hospital” or “Contractor”), a MassHealth-participating Hospital with a principal place of business at _____ (collectively the “Parties”).

WHEREAS, EOHHS is the Secretariat of the Commonwealth of Massachusetts responsible for administering the Medicaid program and the Children’s Health Insurance Program, and other health and human services programs designed to pay for medical services for eligible individuals under 42 U.S.C. § 1396 et seq., 42 U.S.C. § 1397aa et seq., and M.G.L. c. 118E, § 1 et. seq., and other state and federal laws;

WHEREAS, in accordance with 42 U.S.C. § 1396a(a)(47)(B) and the federal regulation at 42 CFR 435.1110, Hospitals may elect to make presumptive eligibility determinations for certain individuals that appear eligible for Medicaid coverage; and

WHEREAS, the Qualified Hospital elects to determine presumptive eligibility in accordance with 42 CFR 435.1110, 130 CMR 450.110 and consistent with federal and state laws, regulations, policies and procedures and subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein

A. The Qualified Hospital agrees:

1. Requirements: The Qualified Hospital must satisfy all requirements set forth at 42 CFR 435.1110, 130 CMR 450.110 and such other policies and procedures established by EOHHS to make presumptive eligibility determinations. The Qualified Hospital must:
 - a. Use only properly trained Certified Application Counselors on-site at a Hospital location

to make presumptive eligibility determinations in compliance with state and federal laws, regulations, policies and procedures including 42 CFR 435.1102(b)(2)(vi).

- b. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under this Agreement must be in writing and shall be consistent with and subject to the provisions of this Agreement, including 42 CFR 435.1102(b)(2)(vi). Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under federal or state law or this Agreement. EOHHS is entitled to copies of all subcontracts upon request and shall not be bound by any provisions contained in a subcontract to which it is not a party.
 - c. Notify EOHHS of its election to make presumptive eligibility determinations in accordance with EOHHS policy and guidelines;
 - d. Agree to make presumptive eligibility determinations in accordance with state and federal laws, regulations, policies and procedures, including training requirements, including use of the HPE Application and eligibility notices provided by EOHHS;
 - e. Have Certified Application Counselors available to assist individuals to complete and submit a full MassHealth Application as described in 130 CMR 502.001 in accordance with all applicable requirements;
 - f. Maintain records of the names of CACs and their CAC training status; and provide such information to EOHHS upon request; and
 - g. Not be disqualified by EOHHS from making presumptive eligibility determinations.
2. Election: In order to elect to make presumptive eligibility determinations, the Qualified Hospital must certify in Appendix B that it meets all of the necessary requirements to participate. The Qualified Hospital also agrees to comply with state and federal laws, regulations, policies and procedures and to participate in necessary trainings prior to making presumptive eligibility determinations.
3. Application Assistance:
 - a. The Qualified Hospital shall agree to make presumptive eligibility determinations in accordance with state and federal laws, regulations, policies and procedures, including training requirements and the requirement in 42 CFR 435.1102(b)(2)(vi) that the Qualified Hospital cannot “delegate the authority to determine presumptive eligibility to another entity.” If a Hospital uses third party contractors, the requirement at 42 CFR 435.1102(b)(2)(vi) prohibits a Hospital from delegating the authority to determine presumptive eligibility to another entity;
 - b. In the provision of application assistance for presumptive eligibility and application assistance with the full MassHealth Application, a Qualified Hospital and its Certified Application Counselors shall comply with the terms of this Agreement, the Certified

- Application Counselor Organization Designation Agreement (“CAC Agreement”) authorizing the Certified Application Counselors to act as certified application counselors under applicable law (with respect to the full MassHealth Application), any related policy and procedures established by the state including on-going training requirements, instructions and requirements regarding online application forms, tools, and services available through the Health Insurance Exchange/Integrated Eligibility System (HIX/IES), and all applicable state and federal laws;
- c. Federal law prohibits the imposition, acceptance or receipt of payment or compensation in any form from applicants or beneficiaries to application counselors for assistance. The Qualified Hospital and its staff, contractors and volunteers shall not impose, accept or receive payment or compensation in any form from the applicant or beneficiary in connection with providing application assistance. Furthermore, the Qualified Hospital understands and agrees that neither it nor any of its staff, contractor and volunteers is entitled to payments from EOHHS or the Connector under this Agreement.
 - d. The Qualified Hospital and its Certified Application Counselors shall also:
 - i. Use the Navigator/CAC Portal and the Presumptive Eligibility Application within the Portal to make presumptive eligibility determinations, or use such other methods prescribed by EOHHS to determine presumptive eligibility during any period in which the Presumptive Eligibility Application within the Navigator/CAC Portal is not available.
 - ii. Prior to rendering application assistance, obtain verbal consent from each applicant to apply for presumptive eligibility benefits. The Certified Application Counselor must acknowledge that the consent has been given by the applicant by verifying the consent in the HPE Application.
 - iii. Explain the applicant’s Rights and Responsibilities that are part of the HPE Application and receive acknowledgement from the applicant of their understanding of these Rights and Responsibilities.
 - 4. Performance Standards: The Qualified Hospital agrees to make presumptive eligibility determinations in accordance with State-developed Performance Standards (see Section B about Performance Metrics). The Hospital will provide such data specified by EOHHS to assist EOHHS in monitoring compliance with State-developed Performance Standards. Such data must be submitted in accordance with EOHHS’ directions and timeframes. A Hospital that fails to meet the State developed Performance Standards will be considered non-compliant. A non-compliant Hospital will be subject to re-training requirements as established by EOHHS and, at EOHHS’ discretion, a corrective action plan in order to continue to make presumptive eligibility determinations. A Hospital that does not comply with re-training requirements, a corrective action plan, or continues to fail to meet the established performance standards will be disqualified from making presumptive eligibility determinations.

5. Recordkeeping and Disclosure: The Hospital shall maintain, and shall cause any subcontractors or other third party contractors performing services governed by this Agreement, to maintain such records, books, files and other data as required and in such detail as shall properly substantiate HPE determinations, names and CAC training status of CACs and the performance of any other provision or requirement of this RFA and Contract for a minimum retention period of seven (7) years beginning on the first day after an HPE determination, a CAC begins offering assistance on behalf of the Hospital, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the Contract. The Hospital must provide to EOHHS, the Attorney General, the State Auditor and the United States Department of Health and Human Services, on request, any information relating to the services under this Contract, including the information referenced in this section. The Hospital must also disclose such records and information to any other state and federal agency to which disclosure is required by law.
6. Privacy and Security:
 - a. In performing their functions hereunder, the Qualified Hospital and/or its Certified Application Counselors may create, modify, access or receive personal information about an identifiable individual that is protected under federal or state confidentiality laws or regulations including, without limitation, “personal data,” as defined in the Massachusetts Fair Information Practices Act (M.G.L. c. 66A) (“FIPA”), personally identifiable information,” as defined in 45 CFR § 155.260 and “protected health information,” as defined in 45 C.F.R. § 160.103 (any such information, “PI”). If determined necessary by EOHHS, CACs may be required to obtain consent from the individual to the extent necessary to comply with applicable privacy laws and regulations. The Qualified Hospital and its Certified Application Counselors are required by law to protect the privacy and security of such PI. The Qualified Hospital hereby acknowledges and agrees that it shall comply with, and shall ensure that its Certified Application Counselors comply with, all applicable state and federal laws and regulations concerning the confidentiality and security of PI (including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320d-1320d-8) and its implementing regulations (45 CFR. Parts 160, 162 and 164) and Section 1902(a)(7) of the Social Security Act (42 U.S.C. § 1396a(a)(7)) and the laws and regulations promulgated thereunder (42 CFR Part 431, Subpart F, M.G.L. c. 118E, § 49 and 130 CMR §§ 501 and 515)) and any additional requirements set forth in this agreement. All PI that the Qualified Hospital or a Certified Application Counselor creates, modifies, accesses or receives in connection with performing their functions hereunder is the exclusive property of EOHHS. EOHHS reserves all of its rights to exercise complete control over the access, use, disclosure, and disposition of such PI. The Qualified Hospital agrees to certify to EOHHS, upon request, that in its use of such PI it is in compliance with this Agreement. The Qualified Hospital shall limit access to PI obtained from any source in connection with the performance of this Agreement to those employees, contractors, and agents that need such information in furtherance of the purposes for which EOHHS has entered into this Agreement, and shall ensure that such information is used only for

such purposes and only as permitted by appropriate applicant consent documented in the manner directed by EOHHS or required under the CAC Agreement. Without limiting the generality of the foregoing, the Qualified Hospital acknowledges and agrees that in performing its functions hereunder, the Qualified Hospital and its Certified Application Counselors may become “Holders” of “Personal Data” as those terms are defined in FIPA. To the extent the Qualified Hospital becomes a Holder of Personal Data or otherwise receives or accesses Personal Data, the Qualified Hospital acknowledges that it is subject to, and agrees to comply with and to ensure that its Certified Application Counselors comply with, FIPA.

- b. The Qualified Hospital shall use appropriate safeguards as required by all applicable privacy and security rules and regulations to prevent the use or disclosure of PI other than as permitted or required under this Agreement. The Qualified Hospital shall at all times comply with all Commonwealth privacy, security and information technology resource policies, processes and mechanisms established for access to such PI. The Qualified Hospital agrees that it has in place the same or more stringent privacy and security standards with respect to PI as EOHHS. Upon EOHHS’s request, the Qualified Hospital shall permit representatives of EOHHS access to the premises where PI is maintained, created, used, or disclosed for the purpose of inspecting privacy and security arrangements.
- c. The Qualified Hospital will immediately notify EOHHS upon becoming aware of any suspected and/or confirmed: (i) use or disclosure of PI not permitted under this Agreement, (ii) breach of security (as defined in M.G.L. c. 93H, §1(a)) involving PI (ii) or suspected or confirmed security incident. For purposes of this paragraph, a “security incident” means the act of violating an explicit or implied security policy, which includes attempts (whether or not successful) to gain unauthorized access to a system or its data (including PI), unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data (including PI); and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Security incidents include but are not limited to the loss of data (including PI) through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail. The Qualified Hospital shall immediately attempt to retrieve PI disclosed or made accessible in violation of this Agreement; take other appropriate actions to mitigate known harmful consequences of the non-permitted use or disclosure; and take such other reasonable and appropriate mitigation actions as may be requested by EOHHS. The Qualified Hospital shall report to EOHHS, both orally and in writing, the nature of the non-permitted use, disclosure, breach of security or security incident, the harmful effects known to the Qualified Hospital, all actions it has taken or plans to take in accord with this paragraph, and the results of all mitigation actions already taken by it under this paragraph. Any actions to mitigate harmful effects of a non-permitted use or disclosure, breach of security or security incident by the Qualified Hospital on its own initiative or pursuant to the request of EOHHS under this paragraph shall not relieve the Qualified Hospital of its obligations to report such violations as set forth in this Agreement or under applicable law.

B. EOHHS agrees:

1. That it will provide HPE Application training, the HPE Application, and the notices to Qualified Hospitals.
2. That it will monitor Hospitals' performance on the following two metrics:
 - a. The percentage of individuals determined presumptively eligible who then fill out a complete MassHealth application within the presumptive eligibility period. Hospitals are expected to have 75% or more of the individuals that are determined presumptively eligible complete MassHealth application for full coverage by the end of the presumptive eligibility period.
 - b. The percentage of presumptively eligible individuals who fill out a complete MassHealth application, and are found eligible for MassHealth coverage, before the end of the presumptive eligibility period. In the initial phase of implementation, EOHHS will monitor all participating Hospitals to assess the average rate of success and will formulate a measure based on this assessment. EOHHS will inform Qualified Hospitals of the metric to be employed prospectively for all participating Hospitals for measuring compliance with full MassHealth enrollment prior to the end of the presumptive eligibility period, as well as the timelines for compliance with that standard.
3. That it will notify the Hospital in writing of any re-training or other corrective action plans if the Qualified Hospital does not comply with State-developed Performance Standards.

C. The Qualified Hospital and EOHHS mutually agree:

1. Any actions arising out of this Agreement shall be governed by the laws of Massachusetts and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.
2. It is specifically agreed between the parties that failure of any of the parties to insist upon compliance of any provisions herein at any time shall not waive such compliance with such provision at any other time. No waiver by any party of any default or breach hereunder by the other shall constitute a waiver of any subsequent default or breach.
3. The parties do not intend by this Agreement to create any enforceable rights in debtors, third parties or other similarly situated persons. Any benefits flowing to debtors, third parties or others as a result of this Agreement are merely incidental, and all rights, obligations, benefits and duties are enforceable solely by the parties hereto.
4. This Agreement taken together with the laws, waivers, regulations, rules, provider bulletins, and other written statements of policy that govern the MassHealth program embodies the entire understanding and agreement between the Parties hereto with respect

to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant, or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change, or restrict the express terms and provisions of this Agreement. This Agreement is in addition to, and not in place of, other agreements that the Qualified Hospital has entered into with EOHHS or its agencies.

5. The following attachments will be deemed to be part of this Agreement:
 - a. The MassHealth Hospital-Determined Presumptive Eligibility RFA dated March 21, 2014, and all appendices and attachments thereto;
 - b. All information and documentation submitted by the Qualified Hospital in response to the MassHealth Hospital Determined Presumptive Eligibility RFA; and
 - c. The Provider application(s) and supporting documentation of the above-named Qualified Hospital, which is required to be on file with MassHealth and supporting documentation and any changes or amendments thereto accepted and agreed to by EOHHS.
6. Any amendments to this Agreement must be in writing executed by all parties.
7. Unless otherwise specified, any notice required by this agreement or other related documents shall be in writing and shall addressed as follows

To EOHHS:

EOHHS

1 Ashburton Place, Room 1109

Boston, Massachusetts 02108

Attention: Robin Callahan

To Hospital:

8. Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power, or enforceability of any other clause or provision of this Agreement.
9. Parties may not assign any of their rights and obligations under this Agreement.
10. This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

11. This Agreement shall continue in effect until terminated by either party by written notice given to the other party 30 days prior to the intended termination date. EOHHS may terminate this Agreement immediately without notice if it determines that any material term of this Agreement has been violated.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to sign below to indicate their acceptance of the terms and conditions of this Agreement.

Name of Hospital Licensee
FEIN (Tax ID #):

EOHHS

Signature of Authorized Representative

Signature of Authorized Representative

Print Name _____

Print Name _____

Print Title _____

Print Title _____

Date _____

Date _____