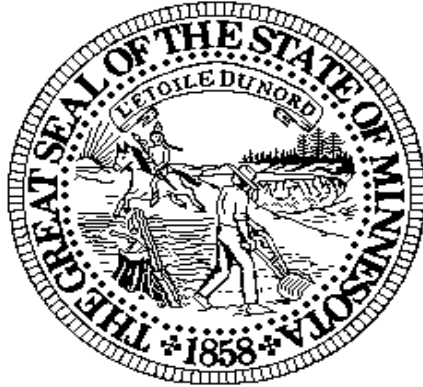


**MINNESOTA
DEPARTMENT OF HUMAN SERVICES**

INTEGRATED HEALTH PARTNERSHIPS CONTRACT



with

[NAME OF IHP]

January 1, 2018

**STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTEGRATED HEALTH PARTNERSHIPS CONTRACT**

TABLE OF CONTENTS

SECTION	PAGE
Article. 1 ACRONYMS, ABBREVIATIONS AND DEFINITIONS.....	5
Article. 2 IHP REQUIREMENTS.....	8
2.1 Legal Entity.....	8
2.2 Governance.....	8
2.3 Legal Authority.....	9
2.4 Documentation of Legal Entity and Fiscal Soundness.....	9
2.5 Assurance of Ability to Make Final Payments.....	9
2.6 Taxpayer Identification Number.....	9
2.7 Provider Rosters.....	9
2.8 Statutory Eligibility.....	10
2.9 Insurance and Insurance Risk Management.....	10
Article. 3 DUTIES.....	11
3.1 Participation in Demonstration.....	11
3.2 Provider Enrollment.....	11
3.3 Shared Savings or Losses.....	11
3.4 Provision of Data.....	11
3.4.1 Data from IHP.....	11
3.4.2 Data from STATE.....	11
3.4.3 Data.....	13
3.5 Data Analysis.....	13
3.6 Required Reports and Notices.....	13
3.7 Patient Protection and Patient-Centeredness.....	14
Article. 4 PAYMENT.....	15

4.1 Claims Payments and Demonstration Payments.....	15
4.2 Terms of Payment.	15
4.3 Payment Errors.....	16
Article. 5 TERM AND TERMINATION; DISPUTE RESOLUTION.	17
5.1 Effective Dates.....	17
5.2 Automatic Renewal.....	17
5.3 Termination.....	17
5.3.1 Termination By STATE.....	17
5.3.2 Pre-termination Action by STATE.	18
5.3.3 Termination by IHP.	18
5.3.4 Termination Procedures.	19
5.3.5 Dispute Resolution.....	19
Article. 6 AUTHORIZED REPRESENTATIVE AND RESPONSIBLE AUTHORITY.....	19
6.1 STATE.....	19
6.2 IHP.....	19
Article. 7 QUALITY AND PATIENT EXPERIENCE MEASURES.....	20
7.1 Source of Measure Specifications and Reporting Requirements.....	20
7.2 Changes in Measures.	20
7.3 Changes in Calculation Methods.	20
7.4 Quality and Patient Experience Data Appeals.....	20
Article. 8 INFORMATION PRIVACY AND SECURITY.....	20
8.1 Part of the Welfare System.	20
8.2 Information Privacy and Security.....	20
8.3 Business Associate Agreement.....	21
8.3.1 Definitions.....	21
8.3.2 Information Exchanged.....	22
8.3.3 Information Privacy and Security.....	23
8.3.4 IHP Data Responsibilities.....	23
8.3.5 Data Security.....	29
8.3.6 IHP Permitted Uses and Responsibilities.....	29
8.3.7 STATE Data Responsibilities.....	30
8.4 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination.....	30
8.5 Sanctions.....	31
Article. 9 INTELLECTUAL PROPERTY RIGHTS.....	31

9.1 Definitions.....	31
9.2 Use of Works and Documents.	31
Article. 10 COMPLIANCE WITH STATE AND FEDERAL LAWS.....	31
10.1 Compliance with Federal Laws.	31
10.2 Affirmative Action And Non-Discrimination.....	32
10.2.1 Affirmative Action requirements for IHPs with more than 40 full-time employees and a contract in excess of \$100,000.	32
10.2.2 Affirmative Action and Non-Discrimination requirements for all IHPs.	32
10.2.3 Compliance with Department of Human Rights Statutes.	33
10.3 Workers' Compensation.	33
10.4 Voter Registration Requirement.	33
10.5 Federal Audit Requirements.	33
10.6 Debarment Information.....	33
10.7 Ownership and Control; Exclusions of Individuals and Entities.....	34
Article. 11 OTHER PROVISIONS.....	34
11.1 Governing Law, Jurisdiction and Venue.	34
11.2 Waiver.....	34
11.3 Contract Complete.	34
11.4 Assignment.	34
11.5 Amendments.	34
11.6 Indemnification.	34
11.7 STATE Audits.	35
11.8 Right to Review before Publication.....	35
11.9 Religious-Based Counseling.....	35
11.10 Payment to Subcontractors.	35
11.11 Severability.	35
11.12 Execution in Counterparts.....	35
11.13 Survival.....	36

STATE OF MINNESOTA
DEPARTMENT OF HUMAN SERVICES
INTEGRATED HEALTH PARTNERSHIPS CONTRACT

For **[NAME OF IHP]**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services (DHS) Health Care Administration (hereinafter STATE) and [NAME OF IHP] (hereinafter IHP), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, § 256.01, subd. 2 (a)(6) and § 256B.0755, is empowered to enter into contracts for an Integrated Health Partnerships payment model that will represent a wide variety of geographic locations, patient populations, providers, and care coordination models, and will encourage formal and informal partnerships among health care delivery systems, counties, and non-profit agencies that provide services such as social services, public health, mental health, community-based projects, and continuing care; and

WHEREAS, the STATE has received approval from the Centers for Medicare and Medicaid for an “Integrated Care Models for Health Care Delivery Systems” State Plan Amendment; and

WHEREAS, the STATE is in need of contractors for the delivery of health care services under the demonstration described in Minnesota Statutes, § 256B.0755, and

WHEREAS, the STATE is permitted to share information with the IHP in accordance with Minnesota Statutes, § 13.46, and

WHEREAS, IHP has established a mechanism of shared governance as described in Minnesota Statutes, § 256B.0755, subd. 1 (d), and is a non-profit corporation in good standing under the relevant laws of the State of Minnesota 317A; and

WHEREAS, the IHP represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

Article. 1 ACRONYMS, ABBREVIATIONS AND DEFINITIONS. The following terms as used in this Contract and its Attachments shall be construed and interpreted as follows:

- (1) “ACG” means the data obtained from claims and encounters as derived from the Johns Hopkins Adjusted Clinical Groups (ACG®).
- (2) “Attributed Population” means the Patients included in the Total Cost of Care calculations for which the IHP is accountable.

(3) “Attribution” means the process described in Attachment A, Article 1, Patient Attribution, of determining which Patients are assigned to a particular IHP.

(4) “Claims Run-out” means the period of time between the date a service is rendered and the date the claims or encounter data record is considered complete.

(5) “Contract” means this Contract, its terms and conditions, attachments, documents incorporated by reference under the terms of this Contract, and any future modifying agreements made pursuant to Section 11.5 of this Contract.

(6) “Day” means calendar day unless otherwise specified (for example, business day).

(7) “Fee For Service” (FFS) means the Minnesota Health Care Programs payment method whereby a health care provider is paid directly by DHS for each service rendered.

(8) “Final Payment” means an adjustment to the Interim Payment that occurs after the conclusion of a Performance Period based on complete data. A percentage of the Final Payment shall be affected by IHP performance on quality and patient experience measures.

(9) “IHP Entity” means an Integrated Health Partnership that is able to deliver the full scope of primary care services and directly deliver or demonstrate the ability to coordinate with additional non-primary care providers. The IHP Entity may be a separate legal entity able to bind providers to the terms of this Contract to deliver services. The IHP Entity that is a Party to this Contract is further described in Attachment B-1, Article 1, IHP-Specific Governance.

(10) “IHP Participant” means a constituent part of an IHP as a health care delivery system, and includes but is not limited to clinic location(s), hospitals, physician and other provider group(s) or outpatient service locations. Each IHP Participant shall be included in the Shared Governance mechanism required by Minnesota Statutes, § 256B.0755, subd. 1(d). A list of the IHP Participants and a description of the shared governance system is included in Attachment B-1, Article 1, IHP-Specific Governance.

(11) “IHP Fiscal Agent” means the agent or entity acting as the fiscal agent for the IHP Entity that makes, distributes or receives Interim Payments and Final Payments.

(12) “Integrated Health Partnership (IHP)” means a health care delivery system described in Minnesota Statutes, § 256B.0755, subd. 1(d).

(13) “Health Home” means a provider organization certified by the Minnesota Department of Health (MDH) as a Health Care Home pursuant to Minnesota Statutes, § 256B.0751, or a Behavioral Health Home certified by the Minnesota

Department of Human Services (DHS) pursuant to Minnesota Statutes, § 256B.0757.

(14) “Interim Payment” means the payment of the Shared Savings amount that occurs after the conclusion of a demonstration Performance Period based on the most complete data available at that time. The Interim Payments shall not be affected by IHP performance on quality and patient experience measures.

(15) “Managed Care Organization” (MCO) means an entity that has, or is seeking to qualify for, a comprehensive risk contract with the STATE pursuant to the Minnesota PMAP program in Minnesota Statutes, § 256B.69 and the MinnesotaCare program in Minnesota Statutes, Chapter 256L.

(16) “MinnesotaCare” means the program authorized in Minnesota Statutes, Chapter 256L.

(17) “Minnesota Health Care Programs” (MHCP) means Minnesota’s Medical Assistance and MinnesotaCare programs including FFS and managed care programs.

(18) “Minnesota Health Care Programs Provider Agreement” means the form “DHS-4138” agreement, as amended, between the STATE and a provider allowing the provider to serve MHCP recipients.

(19) “Party” means the STATE or IHP and “Parties” means both the STATE and IHP.

(20) “Patient” or “Attributed Patient” means, for purposes of this Contract, either a recipient in the MHCP FFS program or an MCO enrollee who is included in the IHP’s Attributed Population.

(21) “Performance Period” means a period of time for the purposes of calculating the Total Cost of Care for services provided to the IHP Attributed Patients.

(22) “Population-Based Payment” means a per member, per month payment authorized under Minnesota Statutes, § 256B.0755, subdivision 4.

(23) “Prepaid Medical Assistance Program (PMAP)” means the Medicaid program authorized under Minnesota Statutes, § 256B.69 and Minnesota Rules, Parts 9500.1450 through 9500.1464.

(24) “Primary Care Provider” means a health care provider whose principal specialty is among those listed as “primary care” or “PCP” in Attachment A, Article 3, Provider Taxonomy.

(25) “Quality Measurement Period” means a specific reporting period based upon dates of service, discharge dates, or visit dates for which a particular quality or

patient experience measure is calculated to determine scoring and impact on Shared Savings.

(26) “Roster” means a list of the IHP Participants and Primary Care and Specialty Providers the IHP provides to the STATE on or before the last business day of each quarter according to specifications provided by the STATE.

(27) “Shared Governance” means a mechanism of IHP governance pursuant to Minnesota Statutes, § 256B.0755, subd. 1(d).

(28) “Shared Losses” means the amount by which the observed Performance Period Total Cost of Care is in excess of the adjusted Total Cost of Care target for the Performance Period after the IHP Entity exceeds the performance threshold as described in Attachment B-1, Article 2, IHP Financial Settlement Information.

(29) “Shared Savings” means the amount by which the observed Performance Period Total Cost of Care is below the adjusted Total Cost of Care target for the Performance Period after the IHP Entity exceeds the performance threshold as described in Attachment B-1, Article 2, IHP Financial Settlement Information.

(30) “Specialty Provider” means a provider whose principal specialty is other than those listed as “primary care” according to Attachment A, Article 3, Provider Taxonomy.

(31) “Total Cost of Care” means, in the context of this Contract, the cost of services as specified in Attachment B-1, Article 2, IHP Financial Settlement Information, using the list of core services in Attachment A, Article 4, Services Included in the Total Cost of Care.

Article. 2 IHP REQUIREMENTS. IHP represents and warrants that it meets the requirements of Minnesota law, in that:

2.1 Legal Entity. IHP warrants it is a recognized legal entity formed under applicable state, federal, or tribal law and authorized to conduct business in the State of Minnesota. Its charter, articles, and/or bylaws allow it to:

(A) Establish reporting, and ensure IHP Participants’ compliance with reporting of health care quality measures in Attachment B-2, Quality and Patient Experience Measures, as applicable; and

(B) Fulfill other IHP functions as defined herein.

2.2 Governance. IHP warrants that IHP and its Participants have a mechanism of Shared Governance in accordance with Minnesota Statutes, § 256B.0755, subd. 1(d), which is described in Attachment B-1, Article 1, IHP-Specific Governance. In addition:

(A) The IHP must make available a copy of this Contract to each IHP Participant, and other individuals and entities involved in IHP governance.

(B) The IHP governing body must have a conflict of interest policy that applies to members of the governing body, IHP management and their agents who exercise operational or managerial control over the IHP. The conflict of interest policy must:

- (1) Require the disclosure of relevant financial interests;
- (2) Provide a procedure to determine whether a conflict of interest exists and set forth a process to address conflict; and
- (3) Address remedial action for any person or entity that fails to comply with the policy.

2.3 Legal Authority. IHP warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its articles, by-laws, resolutions, operating agreements and/or applicable laws to exercise that authority, and to authorize its undersigned signatories to execute this Contract, or any part thereof, and to bind IHP and IHP Participants to its terms.

2.4 Documentation of Legal Entity and Fiscal Soundness.

(A) Upon request, IHP must provide copies to the STATE of all relevant documents effectuating the IHP's formation and operation relevant to the IHP demonstration, including but not limited to its articles, by-laws, resolutions, operating agreements, partnership agreements, joint venture agreements, management and consulting agreements, asset purchase agreements, financial statements and records, and resumes and other documentation for leaders of the IHP.

(B) Annually and ongoing, the IHP must submit to the STATE its most recent certified financial audit, IRS Form 990, or most recent board-reviewed financial statements of its IHP Participants by the end of the second quarter following each Performance Period.

2.5 [IF A TRACK 2 IHP] Assurance of Ability to Make Final Payments. IHP must have the ability to make a Final Payment of Shared Losses for which it may be liable. The STATE may request documentation that the IHP is capable of making a Final Payment of Shared Losses, if it is expected that a Shared Losses payment may exceed the amount that DHS FFS program would pay the IHP Fiscal Agent for 120 days' services. Documentation of a repayment mechanism may include reinsurance, escrowed funds, surety bonds, a line of credit the STATE can draw upon, or another payment mechanism that will ensure its ability to repay the STATE.

2.6 Taxpayer Identification Number. IHP will designate a single Taxpayer Identification Number (TIN) of the IHP Fiscal Agent to receive any Interim or Final Payments.

2.7 Provider Rosters. IHP agrees that its IHP Participants and providers will remain as listed on the Roster reported to the STATE each quarter, except that:

(A) IHP may add IHP Participant locations, clinics, specialties, groups of providers, or individual Primary Care Providers or Specialty Providers to its Roster by the last day of each calendar quarter. IHP may add non-Participant locations, clinics, specialties, regional health systems, or groups of providers only by amending Attachment B-1, Article 1, IHP Specific Governance, and Attachment B-2, Section 1.5.3, as applicable, pursuant to Section 11.5.

(B) Any changes to processes for maintaining provider Rosters and corresponding impacts to Attribution will be discussed with the IHP, and at least ninety (90) days' notice will be provided to the IHP.

2.8 Statutory Eligibility. IHP warrants that it is eligible to participate in the demonstration consistent with Minnesota Statutes, § 256B.0755, in that it and/or its Participants has or will:

(A) Establish processes to monitor and ensure the quality of care provided;

(B) Provide or coordinate the full scope of primary care, and adopt methods of care delivery so that the full scope of primary care is provided and care is coordinated across the spectrum of services provided;

(C) Contract and/or coordinate with necessary providers and clinics for the delivery of care; and contract or form partnerships with community-based organizations and public health resources;

(D) Develop and use processes to engage Patients and their families meaningfully in the care they receive;

(E) Have the capability to use data provided by the STATE to identify opportunities for Patient engagement and to stratify its population to determine the care model strategies needed to improve outcomes; and

(F) Provide consistent implementation of its care delivery model regardless of whether a Patient is enrolled in FFS or managed care in accordance with Minnesota Statutes, § 256B.0755, subd. 1(c).

2.9 Insurance and Insurance Risk Management. IHP agrees that it will:

(A) At all times during the term of the Contract keep in force a commercial general liability insurance policy or a program of self-insurance with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the IHP or by a subcontractor or by anyone directly or indirectly employed by the IHP under the Contract.

(B) Upon request of the STATE, purchase stop loss insurance or another form of insurance risk management pursuant to Minnesota Statutes, § 256B.0755, subd. 1 (e).

Article. 3 DUTIES.

3.1 Participation in Demonstration. IHP and the STATE agree to participate in the demonstration described in Minnesota Statutes, § 256B.0755.

3.2 Provider Enrollment. All IHP Participants and their providers must be enrolled in MHCP and comply with the provisions of the MHCP Provider Agreement, as amended.

3.3 [IF A TRACK 2 IHP] Shared Savings or Losses. IHP understands and agrees that the demonstration requires calculation of Shared Savings or Shared Losses based upon the Attribution of Patients to the IHP. The Attribution model is described in Attachment A, Article 2, Patient Attribution Method, appended and made a part of this Contract. The Shared Savings and Shared Losses calculation is described in Attachment B-1, Article 2, IHP Financial Settlement Information, appended and made a part of this Contract.

3.4 Provision of Data. The Parties agree to provide data as follows:

3.4.1 Data from IHP. IHP and/or its Participants agrees to provide necessary data in the form of claims and/or encounters, as required by its MHCP Provider Agreement with DHS or its contract with any MCO that participates in the Minnesota Health Care Programs, using standard data formats as required by state and federal law and/or the relevant contract.

(A) Claims and/or encounters must be submitted within the timeframes required by the relevant provider agreement or contract.

(B) Quality and patient experience data must be submitted consistent with the data collection and submission requirements of the Minnesota Statewide Quality Reporting and Measurement System (Minnesota Rules, Chapter 4654) for measures in Attachment B-2, Quality and Patient Experience Measures.

(C) In the event the STATE identifies trends or patterns suggesting improper claim submission, discriminatory marketing activities, selective recruitment, or avoidance of at-risk patients, IHP agrees to submit additional documentation as required by the STATE for further investigation.

(D) Upon request, the IHP shall provide status updates, data, or reports to the STATE associated with this demonstration to assist the STATE in meeting CMS monitoring and reporting obligations related to the status and progress of the IHP's care delivery transformation. This includes: participation in IHP learning collaboratives, tracking the progress of the IHP's analysis of utilization and ACG output data provided by the STATE as well as the IHP's clinical data, and updates on the progress of expansion and formation of relationships and coordination with community partners.

3.4.2 Data from STATE. STATE agrees to provide the following data in a secure format:

(A) Clinical Data. The STATE will provide clinical data, ACG risk adjustment output and claims-level data outlined in (1) or (2) below for the IHP's Attributed

Population monthly throughout the term of this Contract, unless otherwise mutually agreed by the Parties in writing. Data will be derived from the STATE data warehouse, and will include both FFS claim data and MCO encounter data in a form and format determined by the STATE. The STATE will provide IHP with at least ninety (90) days' notice of changes in the data format, unless otherwise mutually agreed by the Parties.

(1) Data for a rolling twelve (12) month period will be provided on a monthly basis no later than the final business day of each month, unless otherwise mutually agreed in writing by the Parties. The ACG risk adjustment output will have a three (3) month lag for Claims Run-out; claims-level data will not have a lag for Claims Run-out.

(2) Data will include patient claim-level data (which must be protected according to Article. 8) including name and date of birth; procedure codes and diagnosis codes, inpatient and emergency department utilization; medical and pharmacy utilization; predictive risk information including an individual risk score; and indices of care coordination for the defined Attributed Population. All lines of claims for chemical and alcohol dependency treatment programs as governed by 42 USC § 290dd-2 and 42 CFR § 2.1 to § 2.67 will be excluded.

(B) Quarterly Total Cost of Care Data Package. The STATE will provide lists of Patients with name and date of birth who are attributed to the IHP, their Total Cost of Care, and risk score by forty-five (45) days after the end of each quarter, according to the methodology described in Attachment A, Article 2, Patient Attribution Method, applied to the eligible populations described in Attachment A, Article 1, Eligible and Excluded Populations and based on the Settlement Information Sets described in, Attachment B-1, Article 2, IHP Financial Settlement Information..

(C) Annual payment-to-charge ratio or equivalent cost factor as determined by the STATE. The STATE will provide a payment-to-charge ratio or equivalent cost factor annually to the IHP and no later than forty-five (45) days after the beginning of the Performance Period.

(D) IHP may reconcile its patients to its Attributed Population list.

(1) In the event that IHP believes an Attributed Population list contains errors, IHP must provide notice and supporting data to the STATE, according to error report specifications provided by the STATE, no later than sixty (60) days after the receiving the Attributed Population list associated with the settlement calculation.

(2) The STATE will review the possible error(s) and at least thirty (30) days before the Final Payment calculation will provide a written response of whether it will make changes based upon this review. The determination that results from the STATE's review shall be final. Any adjustment to the IHP Attributed

Population based on the STATE's review will be included in the IHP's Final Payment calculation.

(E) The STATE shall not provide provider- or episode-specific cost of care for any code or encounter, pursuant to Minnesota Statutes, § 256B.69, subd. (9)(c).

3.4.3 Data. The Parties will work together to anticipate and mitigate problems that may affect the data in Article 3.

3.5 Data Analysis. The STATE shall perform necessary data analysis to calculate the Attribution, population-based payments, and settlement methods described in Attachment A, Article 2, Patient Attribution Method, and Attachment B-1, Article 1, IHP-Specific Governance, respectively.

3.6 Required Reports and Notices.

(A) IHP shall provide the initial Roster of its Participants and Primary Care and Specialty Providers to the STATE forty-five (45) days prior to the beginning of the Performance Period.

(B) IHP shall notify the STATE of a change in its Authorized Representative, pursuant to the timeframes in Section 6.2.

(C) IHP shall notify the STATE within ten (10) days of the following events:

(1) Material change in fiscal soundness that may impair the ability of IHP to perform its obligations under this Contract.

(2) Upon being served with any legal action filed with a court or administrative agency, related to this Contract or which may materially affect the IHP's ability to perform its obligations hereunder.

(D) IHP shall notify the STATE of errors in its Attributed Population list consistent with the timeframes in 3.4.2 above.

(E) Report Certification. As a condition for receiving payment and upon request, IHP shall certify its data and reports that are utilized by the STATE for purposes including, but not limited to Total Cost of Care calculations and provider Rosters.

(1) Data or reports which must be certified are:

(a) Provider Rosters pursuant to Section 3.6(A);

(b) Alternative quality reporting (only for IHPs who have alternative quality reporting in Attachment B-2, Quality and Patient Experience Measures,

(c) Other data or reports requested by the STATE with notice that a certification is required; and

(d) Errors in its Attributed Population list pursuant to Section 3.4.2(D).

(2) The certification must be signed by an officer of the IHP or an individual who has been delegated the authority to sign for the IHP chief executive officer or chief financial officer. The certification shall accompany the data or report, or IHP may submit a separate written certification due by the 5th day of the following month for any submissions in the previous month. The certification must identify each submission, the date it was submitted, and attest, based on best knowledge, information, and belief, to the accuracy, completeness and truthfulness of the data or report.

3.7 Patient Protection and Patient-Centeredness.

(A) IHP shall comply with Medicaid marketing requirements:

(1) The IHP, its agents and marketing representatives, may not offer or grant any reward, favor or compensation as an inducement to a MHCP recipient to receive services from the IHP or an IHP Participant.

(2) The IHP, acting indirectly through publications and other marketing activity, or through mass media advertising (including the Internet), may inform MHCP recipients of the availability of IHP-related services through the IHP, the location and hours of service and other IHP characteristics, subject to all restrictions in this section. IHP shall provide the STATE with a timely advance copy of such materials.

(B) Patients attributed to the IHP are free to choose any qualified provider, and services identified in Attachment A, Article 4, Services Included in Total Cost of Care, will not result in restrictions in a MHCP recipient's choice of or access to medically necessary services and benefits.

(C) IHP and its Participants must not discriminate among Patients on the basis of health status and must not engage in activities designed to result in selective recruitment and attribution of Patients with more favorable health status.

(D) IHP and its Participants shall have processes in place to accomplish the following:

(1) Promote patient engagement;

(2) Develop infrastructure for IHP Participants to internally report on quality and cost metrics that enables the IHP to monitor performance and use these results to improve care over time; and

(3) Coordinate care across and among providers.

Article. 4 PAYMENT.

4.1 Claims Payments and Demonstration Payments. Services shall be paid as follows:

(A) IHP Participants will receive reimbursement for health care services according to and under its contract(s) with the Department of Human Services FFS program, or the relevant MCO in which the Patient is enrolled; and

(B) Population-Based Payments...

(C) Shared Savings or Shared Losses will be calculated and distributed by the STATE pursuant to the method in Attachment B-1, Article 2, IHP Financial Settlement Information. Final Payment of Shared Savings is reducible by the score calculated for quality and patient experience determined by Attachment B-2, Quality and Patient Experience Measures.

4.2 Terms of Payment for Population-Based Payments

4.3 [IF TRACK 2 IHP] Terms of Payment for Shared Savings and Shared Losses.

Shared Savings and Shared Losses will be calculated, and paid according the timeframes in this section.

(A) Interim Payments.

(1) Shared Savings and Shared Losses interim settlements will be calculated by the STATE and reported to the IHP and applicable MCOs no later than the last business day of the fifth month following the close of the Performance Period, as described in 2.4 (B) of Attachment B-1, Article 2, IHP Financial Settlement Information.

(2) Shared Savings Interim Payments owed by the STATE to the IHP based upon FFS shall be paid by the STATE to the IHP on the next available FFS payment warrant after the notice in 4.3(A)(1) above.

(3) The STATE will direct applicable MCOs to make Shared Savings Interim Payments to the IHP within thirty (30) days of the date that the STATE informs the MCOs of the amount owed.

(B) Final Payment.

(1) Final Payments of Shared Savings and Shared Losses will be calculated by the STATE and reported to the IHP and applicable MCOs no later than the last business day of the seventeenth (17th) month following the close of the Performance Period, as described in 2.4 (C) of Attachment B-1, Article 2, IHP Financial Settlement Information. The receipt of data necessary to complete the Final Payment calculation is a condition precedent to the Final Payment.

(2) Final Payment of Shared Savings owed by the STATE to the IHP based upon FFS shall be paid by the STATE to the IHP on the next available DHS FFS payment after the notice in 4.3(B)(1) above.

(3) The STATE will direct applicable MCOs to make Final Payments of Shared Savings to the IHP within thirty (30) days of the date that the STATE informs the MCOs of the amount owed.

(4) Final Shared Losses, as calculated by the STATE, shall be paid by the IHP to the STATE or applicable MCO no later than one hundred and twenty (120) days after the calculation in Section 4.3(B)(1) above is completed and the IHP is notified. The STATE may, at its option, offset any Shared Losses obligation by withholding payment from current payment warrants on a schedule to be agreed upon between the Parties.

(C) Certain Laws not Applicable to Payments. The Parties agree that Interim and Final payments are not claims payments subject to the prompt pay laws in Minnesota Statutes, § 62Q.75. The vendor payment timelines in Minnesota Statutes, § 16A.124 apply to these payments only after final calculation pursuant to this Article.

(D) All services provided by IHP pursuant to this Contract shall be performed to the satisfaction of the STATE, as determined at its sole discretion, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State.

(E) Neither Party shall pay interest on any amounts due hereunder.

4.4 Payment Errors. In the event of a payment error identified by either Party:

(A) From DHS FFS system: If either Party determines that there has been a material error in its payment to or from the other Party that resulted in overpayment or underpayment due to reasons that do not include the agreed-upon methodology in the Attachments, or Fraud or Abuse by the IHP, its Participating Entities or an Attributed Patient; then the STATE or IHP may make a claim under this section within sixty (60) days from the discovery of the error.

(B) From an MCO payment error: If either Party determines that there has been a material error in payment that resulted in overpayment or underpayment, which error is due to changes in or errors in claims or encounters processing by an MCO, the procedure in Section 4.4(A) shall be followed except that the timeframe for initial notice shall be extended to ninety (90) days.

(C) The IHP must have filed a timely and Patient-Specific appeal of Attribution under Section 3.4.2(D) in order to assert any claims regarding Attribution.

(D) The Party receiving the claim in (A) or (B) above shall acknowledge in writing or e-mail the receipt of the claim.

(E) Neither Party shall assert any claim for or seek the payment of or make any adjustment for any erroneous payment made pursuant to this Contract more than one year after the date such payment was actually received by the receiving Party.

Article. 5 TERM AND TERMINATION; DISPUTE RESOLUTION.

5.1 Effective Dates. This Contract shall be effective on **January 1, 2018**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, § 16C.05, subd. 2, whichever occurs later, and shall remain in effect through **December 31, 2018**, or until all obligations set forth in this Contract have been satisfactorily fulfilled, whichever occurs first.

5.2 Automatic Renewal. Notwithstanding the termination date in Section 5.1 above, this Contract shall automatically renew at the end of the current term for a successive one-year term, not to exceed a total of three years, unless the STATE or IHP gives written notice of its intention not to renew (consistent with 5.3.4 below), at least sixty (60) days before expiration of the then-current term.

5.3 Termination.

5.3.1 Termination By STATE.

(A) Without Cause. This Contract may be terminated by the STATE at any time, with or without cause, upon ninety (90) days written notice to IHP. In the event of such a termination, IHP shall be entitled to payment, determined on a *pro rata* basis, of Shared Savings through the effective date of termination for work or services satisfactorily performed, but IHP will not be required to make payment for Shared Losses, if any, through the effective date of termination.

(B) For Cause. The STATE has the right to suspend or terminate this Contract in writing immediately when the STATE deems:

- (1) The health or welfare of its Patients is endangered;
- (2) When the STATE has reasonable cause to believe that the IHP has breached a material term of the Contract; or
- (3) When IHP non-compliance with the terms of the Contract may jeopardize federal financial participation in the STATE's Medicaid program.

(C) Insufficient Funds. The STATE may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for payment. Termination will be by written notice to the IHP. The IHP will be entitled to or obligated to *pro rata* payment of Shared Savings or Shared Losses up to the date of termination for services satisfactorily performed to the extent that funds are available. The STATE

will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the IHP notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

(D) Breach. Notwithstanding any other provision of this Contract, upon STATE's knowledge of a curable material breach of the Contract by IHP, STATE shall provide IHP written notice of the breach and thirty (30) days to cure the breach from the date it receives the notice of breach, unless a longer period is mutually agreed upon if the breach can be cured. In urgent situations, as determined by the STATE, the STATE may establish a shorter time period to cure the breach. If IHP does not cure the breach within the time allowed, IHP will be in default of this Contract and STATE may terminate the Contract immediately. If IHP has breached a material term of this Contract and cure is not possible, STATE may immediately terminate this Contract.

(E) The STATE may terminate this Contract in the event the IHP:

- (1) Becomes insolvent, is dissolved or liquidated;
- (2) Files or has filed against it a petition in bankruptcy and, in the case of an involuntary petition, such petition is not dismissed within thirty (30) days;
- (3) Makes a general assignment for the benefit of its creditors;
- (4) IHP or any of its Participants, Primary Care Providers, Specialty Providers or principals is in violation of Section 10.6 below, unless the IHP has promptly provided termination notice to and taken steps to disaffiliate itself from any such Participant, Primary Care Provider, Specialty Provider or principal; or
- (5) Ceases conducting business in the ordinary course.

5.3.2 Pre-termination Action by STATE. The STATE may, but is not required to, take one or more of the following actions if the STATE concludes termination of the Contract is warranted:

- (A) Provide a warning notice to the IHP regarding noncompliance;
- (B) Request a Corrective Action Plan for the IHP; or
- (C) Place the IHP on a special monitoring plan.

5.3.3 Termination by IHP. IHP may terminate this Contract under the following circumstances:

- (A) With Cause; Loss of an IHP Participant. IHP must notify the STATE under Section 3.6 above in the event that one or more of its constituent IHP Participants will no longer be available to treat Patients under this Contract. In the event that this departing IHP Participant provides care for more than fifty percent (50%) of the

IHP's most recent quarter Attributed Population, the IHP may provide written notice of termination and follow the termination procedures outlined in Section 5.3.4. The IHP will be entitled to *pro rata* payment of Shared Savings up to the effective date of the termination.

(B) Without Cause. Upon ninety (90) days' written notice to the STATE. The IHP will be entitled or obligated to *pro rata* payment of Shared Savings or Shared Losses up to the effective date of the termination in the second and third years of the demonstration only.

5.3.4 Termination Procedures. Upon termination of this Contract and continuing until Final Payment is complete, the IHP shall, upon request of the STATE, provide information to the STATE that may be necessary to end data collection and determine payments owed. IHP shall cooperate with a mutually agreed-upon termination plan.

5.3.5 Dispute Resolution. In the event of a dispute between the STATE and IHP, the Parties will work together in good faith to resolve any disputes about their business relationship.

(A) If the Parties are unable to resolve the dispute within thirty (30) days following the date one party sent written notice of the dispute to the other party, the Parties may submit the dispute to non-binding mediation before a single mediator prior to commencing any other forms of dispute resolution. The mediator shall accept both written and oral argument as requested, and make its recommendation within fifteen (15) days of receiving the request for recommendation unless the Parties mutually agree to a longer time period. The Commissioner of Human Services shall resolve all disputes after taking into account the recommendations of the mediator and within three (3) business days after receiving the recommendation of the mediator. The cost of mediation shall be shared equally between the Parties, and each party shall be responsible for its own expenses, including attorney's fees. Whether or not the Parties elect to submit the dispute to non-binding mediation, nothing in this paragraph shall bar either party from enforcing its rights under this Contract in any legal forum.

(B) IHP may not dispute the methodologies in the Attachments.

Article. 6 AUTHORIZED REPRESENTATIVE AND RESPONSIBLE AUTHORITY.

6.1 STATE. The STATE's authorized representative for the purposes of administration of this Contract is Mathew Spaan, or his successor. If the STATE's authorized representative changes at any time during this Contract, the STATE will provide notice to the IHP.

6.2 IHP. The IHP's authorized representative is listed in Attachment B-1, Article 1, IHP Specific Governance. If IHP's authorized representative changes at any time during this Contract, IHP must notify the STATE within three (3) business days.

Article. 7 QUALITY AND PATIENT EXPERIENCE MEASURES. The STATE and IHP agree that the following standardized set of quality measures will be used as described in Attachment B-2, Quality and Patient Experience Measures.

7.1 Source of Measure Specifications and Reporting Requirements. The STATE will use the Minnesota Statewide Quality Reporting and Measurement System measure specifications and reporting requirements, including all updates and modifications, as published by the Minnesota Department of Health (MDH) in Minnesota Rules, Chapter 4654, for each respective measure described in Attachment B-2, Quality and Patient Experience Measures.

7.2 Changes in Measures. The STATE may change the measures both in response to changes promulgated by MDH and Minnesota Community Measurement (MNCM) or any other measurement organization identified in Attachment B-2, Quality and Patient Experience Measures as applicable, and as the IHP demonstration evolves.

(A) The STATE will not notify IHP regarding updates and modifications that originate from MDH, MNCM, or other organization used as a source of measures when the organization publishes its measure specifications.

(B) The STATE will only add to or delete from the list of measures listed in Attachment B-2, Quality and Patient Experience Measures, as applicable prior to a Performance Period, and will provide notice to IHP of the proposed new measure at least ninety (90) days in advance.

7.3 Changes in Calculation Methods. The STATE will notify the IHP of the thresholds described in Attachment B-2, Quality and Patient Experience Measures as applicable, before the beginning of the Performance Period by publishing preliminary thresholds on the DHS public website. The STATE will notify the IHP of final thresholds upon calculation using the data based on the most recent Quality Measurement Period. The STATE will work with the IHP on any modifications to the calculation methods, quality measure thresholds, or other modifications resulting from changes to a measure or measures pursuant to Section 7.1 or 7.2 to achieve the goals of the demonstration. The STATE will notify the IHP of the change.

7.4 Quality and Patient Experience Data Appeals. Appeal processes that the IHP may use for quality and patient experience data are limited to those provided by the relevant organizations receiving the data (for example, MDH and MNCM) pursuant to Minnesota Rules, Part 4654.

Article. 8 INFORMATION PRIVACY AND SECURITY.

8.1 Part of the Welfare System. For purposes of executing its responsibilities and to the extent set forth in this Contract, the IHP will be considered part of the “welfare system,” as defined in Minnesota Statutes, § 13.46, subd. (1).

8.2 Information Privacy and Security. IHP and the STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Health

Insurance Portability Accountability Act (HIPAA), 45 CFR Parts 160 and 164, as it applies to all data provided by STATE under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by IHP under this Contract.

(A) The data privacy and security of data provided by the STATE to the IHP in Section 3.4.2 will be governed by the business associate agreement in Section 8.3, Business Associate Agreement, and incorporated by reference herein..

(B) The civil remedies of Minnesota Statutes § 13.08 apply to data governed by the Minnesota Government Data Practices Act. The remedies of HIPAA apply to the release of data governed by HIPAA.

8.3 Business Associate Agreement. The parties agree to comply with all applicable provisions of the Minnesota Data Practices Act, HIPAA, and any other state and federal statutes that apply to the Protected Information. With regard to IHP’s performance of certain activities under the Contract (defined below), it is expressly agreed that IHP is a “business associate” of STATE, as defined by HIPAA under 45 CFR § 160.103. The disclosure of protected health information to IHP that is subject to HIPAA is permitted by 45 CFR § 164.502(e)(1)(i). This section is applicable only to the extent that, and with respect to the activities in which, IHP is acting as a business associate pursuant to HIPAA. When IHP engages in any activities in which it is a covered entity pursuant to HIPAA, with respect to those activities IHP shall be governed by the terms of HIPAA that are applicable to covered entities, rather than the terms of this section.

8.3.1 Definitions

- (A) Agent means IHP's employees, contractors, subcontractors, and other non-employees and agents.
- (B) Applicable Safeguards means the state and federal provisions listed in Section 8.3.3 below.
- (C) Breach means the acquisition, access, use, or disclosure of unsecured protected health information in a manner not permitted by HIPAA, which compromises the security or privacy of protected health information, subject to the limitations in 45 CFR § 164.402.
- (D) Business associate means the same as “business associate” at 45 CFR § 160.103, and in reference to the party in the Contract, shall mean IHP.
- (E) Contract means the Integrated Health Partnership contract between STATE and IHP.
- (F) Disclosure means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.

- (G) HIPAA means the rules and regulations codified at 45 CFR Parts 160, 162, and 164.
- (H) Individual means the person who is the subject of protected information.
- (I) Privacy incident means a violation of an information privacy provision of any Applicable Safeguard.
- (J) Protected information means any information that is or will be used by STATE or IHP, and is protected by an Applicable Safeguard. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client’s family member. Protected information also includes, but is not limited to, protected health information, as defined below, and protected information maintained within or accessed via a State information management system, including a State “legacy system” and other State application.
- (K) Protected health information (PHI) or “the PHI data” is a subset of individually identifiable health information in accordance with 45 CFR § 160.103, but for purposes of this Contract refers only to specific information that is received, created, maintained, or transmitted by IHP as a business associate on behalf of DHS, as listed in Section 3.4.2 of the Contract.
- (L) Security incident means the attempted or successful unauthorized use or the interference with system operations in an information system. Security incident does not include pings and other broadcast attacks on a system’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized use of Protected Information.
- (M) Use means any activity by the parties involving protected information including its creation, collection, access, use, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, disclosure, transmission, or destruction. Use includes any of these activities whether conducted manually or by electronic or computerized means.
- (N) User means an agent of either party, who has been authorized to use protected information.

8.3.2 Information Exchanged

- (A) This section governs the PHI data that will be exchanged pursuant to IHP performing the services described in the Contract. For the purposes of this section, data exchanged include only the data described in Section 3.4.2 of the Contract.

- (B) The PHI data exchanged under the Contract is provided to IHP in order for IHP to perform program analysis in order to improve its performance under the Contract.
- (C) STATE is permitted to share the PHI data with IHP pursuant to Minnesota Statutes, § 13.46 and the laws listed in Section 8.3.3 below.

8.3.3 Information Privacy and Security

(A) Compliance with Applicable Safeguards.

(1) State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one of the following laws, statutes, regulations, rules, and standards, as applicable (“Applicable Safeguards”). The parties agree to comply with all such rules, regulations and laws, including as amended or revised, to the extent applicable to the exchange, use and disclosure of the PHI data under the Contract.

- (a) Health Insurance Portability and Accountability Act rules and regulations codified at 45 CFR Parts 160, 162, and 164 (HIPAA);
- (b) Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
- (c) Minnesota Health Records Act (Minn. Stat. §144.291 - 144.298);
- (d) Confidentiality of Alcohol and Drug Abuse Patient Records (42 USC § 290dd-2 and 42 CFR § 2.1 to §2.67);
- (e) Tax Information Security Guidelines for Federal, State and Local Agencies (26 USC 6103 and Publication 1075);
- (f) U.S. Privacy Act of 1974;
- (g) Computer Matching Requirements (5 USC 552a);
- (h) Social Security Data Disclosure (Section 1106 of the Social Security Act);
- (i) Disclosure of Information to Federal, State and Local Agencies (“DIFSLA Handbook” Publication 3373);
- (j) Final Exchange Privacy Rule of the Affordable Care Act (45 CFR § 155.260); and

(2) Statutory Amendments and Other Changes to Applicable Safeguards. The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this section or in any other applicable law.

8.3.4 IHP Data Responsibilities

(A) Use Limitation.

(1) Restrictions on Use and Disclosure of the PHI data. Except as otherwise authorized in the Contract, IHP may only use or disclose the PHI data as necessary to provide the services to STATE as described herein, or as otherwise permitted or required by law, provided that such use or disclosure of the PHI data, if performed by STATE, would not violate the Contract, or other Applicable Safeguards that apply to the PHI data.

(2) Federal tax information. To the extent that Protected Information used under the Contract constitutes “federal tax information” (FTI), IHP shall ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 USC § 6103(C), and IRS Publication I 075.

(B) Individual Privacy Rights. IHP shall ensure individuals are able to exercise their privacy rights regarding the PHI data, including but not limited to the following:

(1) Complaints. IHP shall work cooperatively with STATE to resolve complaints received from an individual; from an authorized representative; or from a state, federal, or other health oversight agency.

(2) Amendments to the PHI data Requested by Data Subject Generally. Within ten (10) business days, IHP must forward to STATE any request to make any amendment(s) to the PHI data in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, subd. 4. IHP must also make any amendment(s) to the PHI data as directed or agreed to by STATE pursuant to 45 CFR § 164.526 or otherwise act as necessary to satisfy STATE or IHP’s obligations under 45 CFR § 164.526 (including, as applicable, the PHI data in a designated record set).

(C) Background Review and Reasonable Assurances Required of Agents.

(1) Reasonable Assurances. IHP represents that, before its Agents are allowed to use or disclose the PHI data, IHP has conducted and documented a background review of such Agents sufficient to provide IHP with reasonable assurances that the Agent will comply with the terms of the Contract and Applicable Safeguards.

(2) Documentation. IHP shall make available documentation required by this section upon request by STATE.

(D) Ongoing Responsibilities to Safeguard Protected Information.

(1) Privacy and Security Policies. IHP shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards to ensure the privacy and security of Protected Information obtained from the STATE.

(2) Electronic Protected Information. IHP shall implement and maintain appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (HIPAA

Security Rule) with respect to electronic PHI data to prevent the use or disclosure other than as provided for by the Contract.

(3) Monitoring Agents. IHP shall ensure that any contractor, subcontractor, or other agent to whom IHP discloses Protected Information under this Contract, or whom IHP employs or retains to create, receive, use, store, disclose, or transmit Protected Information under this Contract, agrees to the same restrictions and conditions that apply to IHP under the Contract with respect to such Protected Information, and in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2).

(4) Minimum Necessary Access to Protected Information. IHP shall ensure that its Agents use only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

(5) Training. IHP shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract.

(E) Responding to Privacy Incidents, Security Incidents, and Breaches. IHP will comply with this section for all Protected Information shared under the Contract.

(1) Mitigation of harmful effects. Upon IHP's discovery of any actual or suspected privacy incident, security incident, or breach, IHP will mitigate, to the extent practicable, any harmful effect of the privacy incident, security incident, or breach.

(2) Investigation. Upon IHP's discovery of any actual or suspected privacy incident, security incident, or breach, IHP will investigate to (1) determine the root cause of the incident, (2) identify individuals affected, (3) determine the specific protected information impacted, and (4) as necessary comply with notification and reporting provisions of the Contract and applicable law.

(3) Corrective action. Upon identifying the root cause of any privacy incident, security incident, or breach, IHP will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, employee sanctions, or revising policies and procedures.

(4) Notification to individuals and others; costs incurred. IHP will determine whether notice to data subjects and/or any other external parties regarding any privacy incident or security incident is required by law. If such notice is required, IHP will cooperate with STATE to ensure compliance with STATE and IHP's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. § 13.05 and 13.055.

(5) Obligation to report to STATE. Upon IHP's discovery of a privacy incident, security incident, or breach involving the PHI data, IHP will report to STATE in writing as specified in Section 8.3.4(F).

(6) Communication with authorized representative. IHP will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative.

(7) Cooperation of response. IHP will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the security incident, privacy incident, or breach.

(8) Information to respond to inquiries about an investigation. IHP will, as soon as possible, but not later than two (2) business days after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a security incident, privacy incident, or breach.

(9) Documentation. IHP will document actions taken under 8.3.4(E)(1) through 8.3.4(E)(4) of this section, and provide such documentation to STATE upon request.

(F) Reporting Privacy Incidents, Security Incidents, and Breaches. IHP will comply with the reporting obligations of this section as they apply to the kind of Protected Information involved. IHP will also comply with Section 8.3.4(E) in responding to any actual privacy incident, security incident, or breach.

(1) IHP will report breaches and security incidents involving the PHI data to STATE. IHP will notify STATE, in writing, of (1) any breach of PHI; (2) any security incident; or (3) any violation of an individual's privacy rights as they involve the PHI data created, received, maintained, or transmitted by IHP or its Agents on behalf of STATE.

(a) Breach reporting. IHP will report, in writing, any breach of the PHI data to STATE within five (5) business days of discovery, in accordance with 45 C.F.R § 164.410.

(b) Content of report to STATE. Reports to the authorized representative regarding breaches of the PHI data will include, to the extent possible, the following information:

i) Identities of the individuals whose unsecured PHI has been breached.

ii) Date of the breach and date of its discovery.

iii) Description of the steps taken to investigate the breach, mitigate its effects, and prevent future breaches.

iv) Sanctions imposed on members of IHP's workforce involved in the breach.

- v) Other available information that is required to be included in notification to the individual under 45 CFR § 164.404(c).
 - vi) Statement that IHP has notified, or will notify, affected data subjects in accordance with 45 CFR § 164.404.
- (2) Security incidents resulting in a breach. IHP will report, in writing, any security incident that results in a breach, or suspected breach, of the PHI data to STATE within five (5) business days of discovery, in accordance with 45 C.F.R § 164.314 and 45 C.F.R § 164.410.
- (3) Other violations. IHP will report any other violation of an individual's privacy rights as it pertains to the PHI data to STATE within five (5) business days of discovery. This includes, but is not limited to, violations of HIPAA data access or complaint provisions.
- (4) Reporting to other external parties. STATE will report breaches of the PHI data to the federal Department of Health and Human Services, as specified under 45 CFR § 164.408. If a breach of the PHI data involves 500 or more individuals, IHP will immediately notify STATE. STATE and IHP will coordinate any report to the news media and federal Department of Health and Human Services in accordance with 45 CFR §§ 164.406-408.
- (5) Other Protected Information. IHP will report other privacy incidents and security incidents involving the PHI data to STATE.
- (a) Initial report. IHP will report all other privacy and security incidents involving the PHI data to STATE, in writing, within five (5) business days of discovery. If IHP is unable to complete its investigation of, and response to, a privacy incident or security incident within five (5) business days of discovery, then IHP will provide STATE with all information regarding the PHI data under 8.3.4(E) that is available to IHP at the time of the initial report.
 - (b) Final report. IHP will, upon completion of its investigation of and response to a privacy incident or security incident, or upon STATE's request, submit in writing a report to STATE documenting all actions taken under Section 8.3.4(E).
- (G) Designated Record Set; PHI. If, on behalf of STATE the IHP maintains a complete or partial designated record set, as defined in 45 CFR § 164.501, IHP shall provide the means for an individual to access, inspect, or receive copies of the individual's PHI in accordance with 45 CFR § 164.524; provide the means for an individual to make an amendment to the individual's PHI in accordance with 45 CFR § 164.526; and provide the means for access and amendment in the time and manner that complies with HIPAA or as otherwise directed by STATE.

(H) Access to Books and Records, Security Audits, and Remediation. IHP shall conduct and submit to audits and necessary remediation as required by this section to ensure compliance with all Applicable Safeguards and the terms of the Contract.

(1) IHP represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract, including, as applicable, all data centers and cloud computing or hosting services under contract with IHP. IHP will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced above.

(2) This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act.

(3) IHP agrees to make its internal practices, books, and records related to its obligations under the Contract available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine IHP's or STATE's compliance with Applicable Safeguards, the terms of this Contract and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

(4) IHP will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

(I) Documentation Required. Any documentation required by this section, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by IHP, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by IHP for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with Section 8.4.

(J) IHP shall document disclosures of the PHI data made by IHP that are subject to the accounting of disclosure requirement described in 45 CFR § 164.528, if any, and shall provide to STATE such documentation in a time and manner designated in writing by STATE at the time of the request.

(K) Requests for Disclosure of Protected Information. Pursuant to Minnesota Statutes, § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the IHP in performing under this Contract is subject to the requirements of Chapter 13, and IHP must comply with those requirements as if it were a government entity. Unless provided for otherwise in this Contract, if IHP receives a request to release the PHI data referred to in Section 3.4.2 of the IHP

Contract, IHP must immediately notify and consult with the STATE. The STATE will give IHP instructions concerning the release of the data to the requesting party before the data are released. If IHP discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the disclosure, the information disclosed, the name of the receiving party, and the date of disclosure. All such documentation shall be maintained for the term of the Contract and shall be produced upon demand by STATE.

(L) Conflicting Provisions. IHP shall comply with all applicable provisions of HIPAA in regard to the PHI data and with the Contract. To extent that the parties determine, following consultation, that the terms of this section are less stringent than the Applicable Safeguards, IHP must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, IHP must comply with the most stringent Applicable Safeguard.

(M) Data Availability. IHP, or any entity with legal control of any assets of IHP, shall make any and all Protected Information under the Contract available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

8.3.5 Data Security.

(A) STATE Information Management System Access. If STATE grants IHP access to Protected Information maintained in a STATE information management system (including a STATE “legacy” system) or in any other STATE application, computer, or storage device of any kind, then IHP agrees to comply with any additional system- or application-specific requirements as directed by STATE.

(B) Electronic Transmission. The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementations; 800-77, Guide to IPsec VPNs; 800-113, Guide to SSL VPNs, or others methods validated under Federal Information Processing Standards 140-2.

(C) Portable Media and Devices. The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, Guide to Storage Encryption Technologies for End User Devices.

8.3.6 IHP Permitted Uses and Responsibilities.

(A) Management and Administration. Except as otherwise limited in the Contract, IHP may:

- (1) Use PHI for the proper management and administration of IHP or to carry out the legal responsibilities of IHP.

(2) Disclose PHI for the proper management and administration of IHP, provided that the disclosure is required by law; or the disclosure is required to perform the IHP services provided to or on behalf of STATE or the disclosure is otherwise authorized by STATE, and IHP:

(3) Obtains reasonable assurances, in the form of a data sharing agreement, from the entity to whom the PHI data will be disclosed that the PHI data will remain confidential, and will not be used or disclosed other than for the contracted services or the authorized purposes; and

(4) IHP requires the entity to whom PHI is disclosed to notify IHP of any compromise to the confidentiality of PHI of which it becomes aware.

(5) De-identify PHI. IHP may use PHI to create de-identified PHI provided that IHP complies with the de-identification methods specified in 45 CFR § 164.514.

(6) Aggregate PHI. IHP may use PHI to perform data aggregation services for STATE. The use of PHI by IHP to perform data analysis or aggregation for parties other than STATE must be expressly approved by STATE.

8.3.7 STATE Data Responsibilities

(A) STATE shall disclose Protected Information, including the PHI data, only as authorized by law to IHP for its use or disclosure.

(B) STATE shall obtain any consents or authorizations that may be necessary for it to disclose Protected Information with IHP.

(C) STATE shall notify IHP of any limitations that apply to STATE's use and disclosure of Protected Information that would also limit the use or disclosure of Protected Information by IHP.

(D) STATE shall refrain from requesting IHP to use or disclose Protected Information in a manner that would violate applicable law or would be impermissible if the use or disclosure were performed by STATE.

8.4 Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this Contract, IHP will return to the STATE or destroy all protected information received or created on behalf of the STATE for purposes associated with this Contract. A written certification of destruction or return to Authorized Representative is required. IHP will retain no copies of such protected information, provided that if both Parties agree that such return or destruction is not feasible, or if required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Contract, IHP will extend the protections of this Contract to the protected information and refrain from further use or disclosure of such

information, except for those purposes that make return or destruction infeasible, for as long as IHP maintains the information.

8.5 Sanctions. In addition to acknowledging and accepting the general terms set forth in this Contract relating to indemnification, the Parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State of Minnesota.

Article. 9 INTELLECTUAL PROPERTY RIGHTS.

9.1 Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by IHP, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by IHP, its employees, agents, or subcontractors, in the performance of this Contract.

9.2 Use of Works and Documents. IHP owns any Works or Documents developed by the IHP in the performance of this Agreement. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes. If using STATE data for publication, IHP must cite the data, or make clear by referencing that STATE is the source.

Article. 10 COMPLIANCE WITH STATE AND FEDERAL LAWS.

IHP, its Participants and other individuals or entities performing functions related to IHP’s activities shall comply with all applicable state and federal laws and regulations in the performance of its obligations under this Contract. Any revisions to applicable provisions of federal or state law and implementing regulations, and policy issuances and instructions, except as otherwise specified in this Contract, apply as of their effective date. If any terms of this Contract are determined to be inconsistent with rule or law, the applicable rule or law provision shall govern.

10.1 Compliance with Federal Laws. Notwithstanding any applicable waivers of fraud and abuse laws, the IHP shall comply with all applicable federal laws in the performance of its obligations under this Contract including, but not limited to:

(A) Federal Criminal Law;

- (B) The False Claims Act (31 USC 3729 *et seq.*);
- (C) The anti-kickback statute (42 USC 1320a-7b(b));
- (D) The civil monetary penalties law (42 USC 1320a-7a); and
- (E) The physician self-referral law (42 USC 1395nn).

10.2 Affirmative Action And Non-Discrimination.

10.2.1 Affirmative Action requirements for IHPs with more than 40 full-time employees and a contract in excess of \$100,000. If IHP has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date IHP submitted its request for proposal response to the STATE, it must have an affirmative action plan, approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minnesota Statutes § 363A.36. If IHP has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then IHP must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.

10.2.2 Affirmative Action and Non-Discrimination requirements for all IHPs. The IHP agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, § 363A.02. IHP agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

(A) The IHP must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The IHP agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, consistent with Minn. Rule 5000.3550.

(B) IHP agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(C) Notification to employees and other affected parties. The IHP agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human

Rights. Such notices will state the rights of applicants and employees, and IHP's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

(D) The IHP will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the IHP is bound by the terms of Minnesota Statutes, § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

10.2.3 Compliance with Department of Human Rights Statutes. In the event of IHP's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes § 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

10.3 Workers' Compensation. The IHP certifies that it is in compliance with Minnesota Statutes, § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The IHP's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

10.4 Voter Registration Requirement. (If applicable) IHP certifies that it will comply with Minnesota Statutes, § 201.162 by providing voter registration services for its employees and for the public served by the IHP.

10.5 Federal Audit Requirements. IHP certifies it will comply with the Single Audit Act, and federal procurement regulations at 2 CFR Part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or federal procurement regulations at 2 CFR Part 200 as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.6 Debarment Information.

(A) Debarment By State, its Departments, Commissions, Agencies or Political Subdivisions. By signing this Contract, IHP certifies that neither it nor its IHP Participants, Primary Care Providers or principals is presently debarred or suspended by the STATE, any of its departments, commissions, agencies, or political subdivisions. This certification is a material representation upon which this Contract award was based. IHP shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

(B) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or

part of the work under the contract, therefore IHP certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. IHP's certification is a material representation upon which this Contract award was based.

10.7 Ownership and Control; Exclusions of Individuals and Entities. To the extent the IHP is not otherwise providing the following information to the STATE, the IHP as applicable shall:

(A) Make full disclosure of ownership and control information as required by 42 CFR §§ 455.100 through 455.106, and upon request, full disclosure of business transactions, as is required by 42 CFR § 455.105;

(B) Make full disclosure of persons convicted of program crimes as required by 42 CFR § 455.106; and

(C) Ensure that IHP, all of its owners, managers, employees and subcontractors are not excluded from participation in Medicare, Medicaid or other federal health care programs. IHP must immediately report any exclusion information discovered to the STATE.

Article. 11 OTHER PROVISIONS.

11.1 Governing Law, Jurisdiction and Venue. This Contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11.2 Waiver. If either Party fails to enforce any provision of this Contract, that failure does not waive the provision or the Party's right to enforce it.

11.3 Contract Complete. This Contract contains all negotiations and agreements between the STATE and IHP. No other understanding regarding this Contract, whether written or oral may be used to bind either party.

11.4 Assignment. IHP shall neither assign nor transfer any rights or obligations under this Contract without the prior written consent of the STATE.

11.5 Amendments. Any amendments to this Contract shall be in writing, and shall be executed by the same Parties who executed the original contract, or their successors in office.

11.6 Indemnification. In the performance of this Contract by IHP, or IHP's agents or employees, the IHP must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by IHP's:

- (A) Intentional, willful, or negligent acts or omissions;
- (B) Actions that give rise to strict liability; or
- (C) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the IHP may have for the STATE'S failure to fulfill its obligation under this Contract.

11.7 STATE Audits. Under Minnesota Statutes, § 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the IHP and its employees, agents, or subcontractors relevant to this Contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Contract.

11.8 Right to Review before Publication. Each Party agrees to provide to the other Party a prepublication copy of materials listed below that identifiably mention the IHP and the demonstration project. Each Party agrees to provide comments, if any, within ten (10) days of receipt of the materials. IHP shall not state or imply that the STATE endorses the IHP's products or services.

Each Party shall provide to the other Party copies of any formal presentation by the Party or its subcontractors, including reports, statistical or analytical materials, papers, articles, or professional publications, based on information obtained through the administration of this IHP Contract.

11.9 Religious-Based Counseling. IHP agrees that no religious-based counseling shall take place under the auspices of this Contract.

11.10 Payment to Subcontractors. As required by Minnesota Statutes, §16A.1245, the IHP must pay all subcontractors, less any retainage, within ten (10) days of the IHP's receipt of payment from the STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s). For the purposes of this clause, subcontractor does not include IHP Participants or providers.

11.11 Severability. If any provision or paragraph of this Contract is found by a court of competent jurisdiction to be legally invalid or unenforceable, such provision or paragraph shall be deemed to have been stricken from this Contract and the remainder of this Contract shall be deemed to be in full force and effect.

11.12 Execution in Counterparts. Each party agrees that this Contract may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and which shall become effective if and when both counterparts have been signed and dated by each of the parties. It is understood that both parties need not sign the same counterpart.

11.13 Survival. All provisions of this Contract that, by their nature and content, should survive the termination of this Contract in order to achieve the fundamental purposes of this Contract shall survive and continue to bind the Parties. IHP's continuing obligations, after said period, include but are not limited to the following provisions: Article. 8, Information Privacy and Security; 11.1 Jurisdiction and Venue, 11.6 Indemnification, and 11.7 State Audits.

Signature page follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract. This Contract is hereby accepted and considered binding in accordance with the terms outlined in the preceding statements.

<p style="text-align: center;">STATE OF MINNESOTA</p> <p style="text-align: center;">DEPARTMENT OF HUMAN SERVICES</p>	<p style="text-align: center;">[NAME OF IHP]</p>
	<p style="text-align: center;"><i>(Two corporate officers must execute)</i></p>
By:	By:
Name:	Print Name:
Title: Assistant Commissioner	Title:
Date:	Date
	And
	By:
	Print Name:
	Title:
	Date
	Contract #

List of Attachments

Attachment A, Patient Attribution Method, Provider Taxonomy, and Services Included

Attachment B-1, IHP-Specific Governance and Financial Settlement Information

Attachment B-2, Quality and Patient Experience Measures

IHP 2.0 RFP - Appendix H Sample IHP Contract

[NAME OF IHP]

INTEGRATED HEALTH PARTNERSHIPS CONTRACT – PAGE 38 OF 38

ATTACHMENT A: Patient Attribution Method, Provider Taxonomy, and Services Included

Article. 1

1.1 Eligible and Excluded Populations: This document further describes the populations who are included or excluded from Attribution and Total Cost of Care.

1.2 Eligible Populations. The following persons who are recipients of Medical Assistance and MinnesotaCare are eligible for Attribution to the IHP:

- (1) Medical Assistance Enrollees: Including pregnant women, children under 21, adults without children, and state-funded Medical Assistance.
- (2) MinnesotaCare Enrollees: Including children under 21, and adults without children. Individuals must belong to an eligible group under Minnesota Statutes, Chapter 256L, meet income criteria, satisfy all other eligibility requirements, and pay a premium to the State.
- (3) Recipients receiving Medical Assistance due to blindness or disability as determined by the U.S. Social Security Administration or the State Medical Review Team who are **not** dually eligible for Medicare.

1.3 Excluded Populations from Attribution. The following persons are excluded from Attribution to the IHP:

- (1) Recipients receiving Medical Assistance who are dually eligible for Medicare.
- (2) Recipients receiving Medical Assistance under the Refugee Assistance Program pursuant to 8 U.S.C. 1522(e).
- (3) Individuals who are Qualified Medicare Beneficiaries (QMB), as defined in Section 1905(p) of the Social Security Act, 42 U.S.C. 1396d (p), who are not otherwise receiving Medical Assistance.
- (4) Individuals who are Service Limited Medicare Beneficiaries (SLMB), as defined in Section 1905(p) of the Social Security Act, 42 U.S.C. 1396a(a)(10)(E)(iii) and 1396d(p), and who are not otherwise receiving Medical Assistance.
- (5) Non-citizen recipients who only receive emergency Medical Assistance under Minnesota Statutes, section 256B.06, subd. 4.
- (6) Recipients receiving Medical Assistance on a medical spend down basis.
- (7) Medical Assistance recipients with cost-effective employer-sponsored private health care coverage, or who are enrolled in a non-Medicare individual health plan determined to be cost-effective according to Minnesota Statutes, section 256B.69, subd. 4, (b)(9).

(8) Medical Assistance recipients with private health care coverage through a Health Maintenance Organization (HMO) licensed under Minnesota Statutes, Chapter 62D.

(9) MinnesotaCare recipients who are enrolled in the Healthy Minnesota Contribution Program.

(10) The commissioner may exclude recipients enrolled in Minnesota Senior Care Plus (MSC+), other than those in section 1.3(1) above.

1.4 Excluded Populations from Total Cost of Care. The following persons are excluded from the Total Cost of Care (TCOC) Performance Assessment Process as described in Attachment B-1, Article 2, IHP Financial Settlement Process:

- a) Recipients for whom DHS receives incomplete claims data due to third-party liability coverage.

Article. 2 Patient Attribution Method. This section describes the STATE's method of how a recipient in the MHCP FFS program or a managed care organization enrollee is assigned to the IHP's Attributed Population as an Attributed Patient. This section also details the provider taxonomy that should be utilized by the IHP when providing the STATE with a provider roster for the purposes of determining attribution.

2.1 Definitions. For the purposes of this Attachment:

- a) Capitalized terms in this Attachment take the same meanings as in the Contract.
- b) "E&M" refers to Evaluation and Management coding.
- c) "HCPCS" refers to the HCFA Common Procedural Coding System.
- d) "Non-IHP provider" means a provider not listed on a Roster submitted by an IHP.

2.2 Patients. Patients must have had at least one visit or encounter with a Roster provider during the Performance Period and such visit must have been paid to a billing entity on the Roster to be eligible for Attribution. Certain populations are categorically excluded from the IHP model (for example, persons with dual eligibility), and are removed from the pool of MHCP Recipients who can be attributed (see 1.1 "Eligible and Excluded Populations"). Patients who have less than six (6) months of *continuous* enrollment in qualifying programs or less than nine (9) *total* months of enrollment in qualifying programs during the Performance Period are excluded from Attribution. Throughout the course of the Performance Period, a Patient's attribution status (either among IHPs or to no IHP) may change as the Patient's utilization pattern changes.

2.3 Attribution Steps. Once the exclusion process is completed to determine the base population eligible for Attribution, the Attribution process counts qualifying visits for each MHCP Recipient across providers on all the IHP Rosters and compares the total claim counts at each IHP to those at non-IHP providers. In performing the comparisons, there are four steps evaluated in the following order:

- 1) Health Home (Behavioral Health Home) claims;
- 2) E&M procedures by a Primary Care Provider; and
- 3) E&M procedures by a Specialty Provider; and
- 4) Tie Breaking Step.

As the algorithm progresses, a MHCP recipient is either definitively assigned to an IHP and not evaluated in subsequent steps, determined to be not attributable to any IHP for the period, or passed to the next step in the Attribution decision process.

a) STEP 1. If Health Home Claim Code(s) are Present:

Patients with Health Home (BHH) care coordination claims are attributed to the IHP using the treating and billing provider as follows:

- 1) Patients with care coordination codes at only one IHP are attributed to the IHP.
- 2) Patients with care coordination codes at more than one IHP or at non-IHP provider(s) are attributed to the IHP or non-IHP provider(s) that submitted the greater number of care coordination claims.
- 3) Patients with an equal number of care coordination codes are attributed to the IHP or the non-IHP provider having the most recent date of service care coordination claim..
- 4) Patients with no BHH codes are assessed by the decision criteria in Step 2.

b) STEP 2. If Attribution From Health Home Claims Has Not Occurred, but Qualifying Visit(s) to a Primary Care Provider are Present:

Patients with the following E&M codes paid to an IHP billing provider and performed by an IHP Roster provider with a primary care specialty (as defined in Article 3 “Provider Taxonomy”) 99201 through 99215, 99304 through 99350, 99381 through 99387, 99391 through 99397, G0402, G0438, and G0439 are attributed to the IHP as follows:

- 1) Patients with Primary Care Provider E&M codes at only one IHP are attributed to the IHP.
- 2) Patients with more Primary Care Provider E&M codes than at any other IHP or non-IHP provider(s) are attributed to the IHP that submitted the greater number of E&M codes by that IHP’s Primary Care Providers.
- 3) Patients with an equal number of Primary Care Provider E&M codes at more than one IHP or non-IHP provider are assessed by the decision criteria as described in Step 4.
- 4) Patients with a greater number of E&M codes at an individual non-IHP provider(s) than at any IHP are not attributed to any IHP.

5) Patients with no Primary Care Provider E&M codes at any IHP are assessed by the decision criteria in Step 3.

c) **STEP 3.** If Attribution From BHH Claims or Qualifying Visits to Primary Care Providers Has Not Occurred, but Qualifying Visits to Other Specialty Providers are Present: Patients with the following E&M codes performed by a Specialty Provider and paid to a billing provider from the IHP roster: 99201 through 99215, 99304 through 99350, 99381 through 99387, 99391 through 99397, G0402, G0438, and G0439 are attributed to the IHP as follows:

- 1) Patients with Specialty Provider E&M codes at only one IHP are attributed to the IHP.
- 2) Patients with Specialty Provider E&M codes at more than one IHP are attributed to the IHP that submitted the greater number of E&M codes by that IHP's Specialty providers.
- 3) Patients with an equal number of Specialty Provider E&M codes at more than one IHP are not attributed to any IHP.
- 4) Patients with a greater number of E&M codes at an individual non-IHP provider(s) than at any IHP Specialty Providers are not attributed to any IHP.

d) **STEP 4. Tie Breaking:**

- 1) Patients with an equal number of E&M codes at more than one IHP Primary Care Providers, and having no E&M codes at IHP Specialty Providers are attributed to the IHP with the most recent date of service E&M claim.
- 2) Patients with an equal number of E&M codes at more than one IHP Primary Care Provider and having a greater number of E&M codes at one of those IHP Specialty Providers are attributed to the IHP with the greater number of E&M codes at Specialty Providers.
- 3) Patients with an equal number of E&M codes at more than one IHP Primary Care Provider, and having an equal number of E&M codes at those IHP Specialty Providers are attributed to the IHP with the most recent Primary Care Provider date of service E&M claim.
- 4) Patients with an equal number of E&M codes at an IHP Primary Care Provider and a non-IHP provider are attributed to the IHP if the IHP had the most recent date of service E&M claim.

2.4 Attribution Time Periods. The Attribution Steps described above in section 1.4 will be based on claims in a twelve (12) month period of a Patient's claim history. If attribution does not occur and Patient did not have any claims within the twelve (12) month period, then the Attribution Steps described in sections 1.4.1 – 1.4.4 will be repeated using claims occurring within an additional twelve (12) month period for a total of twenty-four (24) months.

Article. 3

3.1 Provider Taxonomy. An IHP may designate on its Roster whether a provider serves as a Primary Care Provider (“PCP”) or Specialty Provider (“SPE”) in its organization. In absence of this designation, the provider’s primary taxonomy code will be used to categorize the provider according to the table below. If neither a PCP / SPE designation nor a primary taxonomy code is included on the Roster, the primary taxonomy code for that provider from the National Plan and Provider Enumeration System (NPPES) file will be used to categorize the provider according to the table below. A provider taxonomy not listed in this attachment will be considered a Specialty Provider, unless the IHP has otherwise designated the provider as a “PCP” on their Roster.

e) Mapping Definitions from NUCC Database Download (Version 12.0, 1/1/12)

Taxonomy	PCP/SPE	Type	Classification	Specialization
207K00000X	SPE	Allopathic & Osteopathic Physicians	Allergy & Immunology	
207L00000X	SPE	Allopathic & Osteopathic Physicians	Anesthesiology	
207LP2900X	SPE	Allopathic & Osteopathic Physicians	Anesthesiology	Pain Medicine
207LC0200X	SPE	Allopathic & Osteopathic Physicians	Anesthesiology	Critical Care Medicine
208U00000X	SPE	Allopathic & Osteopathic Physicians	Clinical Pharmacology	
208C00000X	SPE	Allopathic & Osteopathic Physicians	Colon & Rectal Surgery	
207N00000X	SPE	Allopathic & Osteopathic Physicians	Dermatology	
207P00000X	SPE	Allopathic & Osteopathic Physicians	Emergency Medicine	
207PE0004X	SPE	Allopathic & Osteopathic Physicians	Emergency Medicine	Emergency Medical Services
207PT0002X	SPE	Allopathic & Osteopathic Physicians	Emergency Medicine	Medical Toxicology
207Q00000X	PCP	Allopathic & Osteopathic Physicians	Family Medicine	
207QS0010X	SPE	Allopathic & Osteopathic Physicians	Family Medicine	Sports Medicine
207QA0000X	PCP	Allopathic & Osteopathic Physicians	Family Medicine	Adolescent Medicine
207QA0505X	PCP	Allopathic & Osteopathic Physicians	Family Medicine	Adult Medicine
208D00000X	PCP	Allopathic & Osteopathic Physicians	Family Medicine	General Practice
208M00000X	SPE	Allopathic & Osteopathic Physicians	Hospitalist	
207R00000X	PCP	Allopathic & Osteopathic Physicians	Internal Medicine	
207RR0500X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Rheumatology
207RC0000X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Cardiovascular Disease
207RX0202X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Medical Oncology
207RG0100X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Gastroenterology
207RE0101X	PCP	Allopathic & Osteopathic Physicians	Internal Medicine	Endocrinology
207RH0003X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Hematology & Oncology
207RI0200X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Infectious Disease
207RH0000X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Hematology
207RP1001X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Pulmonary Disease
207RN0300X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Nephrology

Taxonomy	PCP/SPE	Type	Classification	Specialization
207RI0011X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Interventional Cardiology
207RC0200X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Critical Care Medicine
207RC0001X	SPE	Allopathic & Osteopathic Physicians	Internal Medicine	Clinical Cardiac Electrophysiology
207RG0300X	PCP	Allopathic & Osteopathic Physicians	Internal Medicine	Geriatric Medicine
207RH0002X	PCP	Allopathic & Osteopathic Physicians	Internal Medicine	Hospice and Palliative Medicine
207SG0201X	SPE	Allopathic & Osteopathic Physicians	Medical Genetics	Clinical Genetics (M.D.)
207T00000X	SPE	Allopathic & Osteopathic Physicians	Neurological Surgery	
207V00000X	PCP	Allopathic & Osteopathic Physicians	Obstetrics & Gynecology	
207VM0101X	SPE	Allopathic & Osteopathic Physicians	Obstetrics & Gynecology	Maternal & Fetal Medicine
207VX0201X	SPE	Allopathic & Osteopathic Physicians	Obstetrics & Gynecology	Gynecologic Oncology
207W00000X	SPE	Allopathic & Osteopathic Physicians	Ophthalmology	
207X00000X	SPE	Allopathic & Osteopathic Physicians	Orthopedic Surgery	
207XS0106X	SPE	Allopathic & Osteopathic Physicians	Orthopedic Surgery	Hand Surgery
207XX0005X	SPE	Allopathic & Osteopathic Physicians	Orthopedic Surgery	Sports Medicine
207Y00000X	SPE	Allopathic & Osteopathic Physicians	Otolaryngology	
207ZP0105X	SPE	Allopathic & Osteopathic Physicians	Pathology	Clinical Pathology/Laboratory Medicine
207ZP0102X	SPE	Allopathic & Osteopathic Physicians	Pathology	Anatomic Pathology & Clinical Pathology
207ZN0500X	SPE	Allopathic & Osteopathic Physicians	Pathology	Neuropathology
207ZH0000X	SPE	Allopathic & Osteopathic Physicians	Pathology	Hematology
207ZB0001X	SPE	Allopathic & Osteopathic Physicians	Pathology	Blood Banking & Transfusion Medicine
208000000X	PCP	Allopathic & Osteopathic Physicians	Pediatrics	
2080P0205X	PCP	Allopathic & Osteopathic Physicians	Pediatrics	Pediatric Endocrinology
2080P0207X	SPE	Allopathic & Osteopathic Physicians	Pediatrics	Pediatric Hematology-Oncology
2080P0006X	SPE	Allopathic & Osteopathic Physicians	Pediatrics	Developmental – Behavioral Pediatrics
2080P0202X	SPE	Allopathic & Osteopathic Physicians	Pediatrics	Pediatric Cardiology
2080N0001X	SPE	Allopathic & Osteopathic Physicians	Pediatrics	Neonatal-Perinatal Medicine
2080P0203X	SPE	Allopathic & Osteopathic Physicians	Pediatrics	Pediatric Critical Care Medicine
208100000X	SPE	Allopathic & Osteopathic Physicians	Physical Medicine & Rehabilitation	
2081P0004X	SPE	Allopathic & Osteopathic Physicians	Physical Medicine & Rehabilitation	Spinal Cord Injury Medicine

Taxonomy	PCP/SPE	Type	Classification	Specialization
2081P0010X	SPE	Allopathic & Osteopathic Physicians	Physical Medicine & Rehabilitation	Pediatric Rehabilitation Medicine
2081P2900X	SPE	Allopathic & Osteopathic Physicians	Physical Medicine & Rehabilitation	Pain Medicine
2083X0100X	SPE	Allopathic & Osteopathic Physicians	Preventive Medicine	Occupational Medicine
2083P0901X	SPE	Allopathic & Osteopathic Physicians	Preventive Medicine	Public Health & General Preventive Medicine
2083P0500X	SPE	Allopathic & Osteopathic Physicians	Preventive Medicine	Preventive Medicine/ Occupational Environmental Medicine
2084N0400X	SPE	Allopathic & Osteopathic Physicians	Psychiatry & Neurology	Neurology
2084P0800X	SPE	Allopathic & Osteopathic Physicians	Psychiatry & Neurology	Psychiatry
2084A0401X	SPE	Allopathic & Osteopathic Physicians	Psychiatry & Neurology	Addiction Medicine
2085R0001X	SPE	Allopathic & Osteopathic Physicians	Radiology	Radiation Oncology
2085R0202X	SPE	Allopathic & Osteopathic Physicians	Radiology	Diagnostic Radiology
2085R0203X	SPE	Allopathic & Osteopathic Physicians	Radiology	Therapeutic Radiology
2085R0204X	SPE	Allopathic & Osteopathic Physicians	Radiology	Vascular & Interventional Radiology
208600000X	SPE	Allopathic & Osteopathic Physicians	Surgery	
2086S0122X	SPE	Allopathic & Osteopathic Physicians	Surgery	Plastic and Reconstructive Surgery
2086S0129X	SPE	Allopathic & Osteopathic Physicians	Surgery	Vascular Surgery
2086S0127X	SPE	Allopathic & Osteopathic Physicians	Surgery	Trauma Surgery
208G00000X	SPE	Allopathic & Osteopathic Physicians	Thoracic Surgery (Cardiothoracic Vascular Surgery)	
208800000X	SPE	Allopathic & Osteopathic Physicians	Urology	
261Q00000X	PCP	Ambulatory Health Care Facilities	Clinic/Center	
101YM0800X	SPE	Behavioral Health & Social Service Providers	Counselor	Mental Health
103T00000X	SPE	Behavioral Health & Social Service Providers	Psychologist	
1041C0700X	SPE	Behavioral Health & Social Service Providers	Social Worker	Clinical
104100000X	SPE	Behavioral Health & Social Service Providers	Social Worker	
111N00000X	SPE	Chiropractic Providers	Chiropractor	
111NI0013X	SPE	Chiropractic Providers	Chiropractor	Independent Medical Examiner
133V00000X	SPE	Dietary and Nutritional Service Providers	Dietitian, Registered	
152W00000X	SPE	Eye and Vision Services Providers	Optometrist	

Taxonomy	PCP/SPE	Type	Classification	Specialization
291U00000X	SPE	Laboratories	Clinical Medical Laboratory	
176B00000X	PCP	Other Service Providers	Midwife	
174400000X	SPE	Other Service Providers	Specialist	
367A00000X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Advanced Practice Midwife	
367H00000X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Anesthesiologist Assistant	
364SM0705X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Medical-Surgical
364SP0809X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Psych/Mental Health
364S00000X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	
364SA2200X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Adult Health
364SP0807X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Psych/Mental Health, Child & Adolescent
364SP0808X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Psych/Mental Health
364SN0000X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Clinical Nurse Specialist	Neonatal
367500000X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Nurse Anesthetist	Certified Registered
363LF0000X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Family
363LP0200X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Pediatrics
363L00000X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	
363LA2200X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Adult Health
363LW0102X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Women's Health
363LG0600X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Gerontology
363LP0808X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Psych/Mental Health
363LX0001X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Obstetrics & Gynecology
363LN0005X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Neonatal Critical Care
363LN0000X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Neonatal
363A00000X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Physician Assistant	
363AM0700X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Physician Assistant	Medical
363AS0400X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Physician Assistant	Surgical
363LP0222X	SPE	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Pediatrics, Critical Care

Taxonomy	PCP/SPE	Type	Classification	Specialization
363LP2300X	PCP	Physician Assistants & Advanced Practice Nursing Providers	Nurse Practitioner	Primary Care
213E00000X	SPE	Podiatric Medicine & Surgery Service Providers	Podiatrist	
213ES0103X	SPE	Podiatric Medicine & Surgery Service Providers	Podiatrist	Foot & Ankle Surgery
213ES0131X	SPE	Podiatric Medicine & Surgery Service Providers	Podiatrist	Foot Surgery
225100000X	SPE	Rehabilitative & Restorative Service Providers	Developmental	Physical Therapist
390200000X	PCP	Student in an Organized Health Care Training Program		
333600000X	SPE	Suppliers	Pharmacy	

Article. 4 Core Services, or Services Included in Total Cost of Care.

4.1 Services included in the Total Cost of Care: This document further describes the STATE’s method of measuring Total Cost of Care.

a) Core Services. Categories of service included in Total Cost of Care are:

- (1) Physician services;
- (2) Nurse midwife;
- (3) Nurse practitioner;
- (4) Child & Teen Check-up (EPSDT);
- (5) Public health nurse;
- (6) Rural health clinic;
- (7) Federally qualified health center;
- (8) Laboratory;
- (9) Radiology;
- (10) Chiropractic;
- (11) Pharmacy;
- (12) Vision;
- (13) Podiatry;
- (14) Physical therapy;
- (15) Speech therapy;
- (16) Occupational therapy;
- (17) Audiology;
- (18) Mental health;
- (19) Chemical dependency;
- (20) Outpatient hospital;
- (21) Ambulatory surgical center;
- (22) Inpatient hospital;
- (23) Anesthesia;
- (24) Hospice;
- (25) Home health (excluding personal care assistant services); and
- (26) Private duty nursing.

4.2 Procedure/Revenue Codes. Procedure/revenue codes used by the STATE in calculating Total Cost of Care include (see next pages):

Category of Service	Procedure/Revenue Codes	Other Criteria
<p>056 Ambulatory Surgery</p>	<p>0001T, 0002T, 0003T, 0005T, 0006T, 0007T, 0008T, 0009T, 0012T, 0013T, 0014T, 0016T, 0017T, 0018T, 0019T, 0020T, 0021T, 0024T, 0025T, 0054T, 0055T, 0056T, 0057T, 0060T, 0061T, 0092T 0095T, 0098T, 0099T, 0100T, 0101T, 0102T, 0123T, 0124T, 0137T, 0155T, 0156T, 0157T, 0158T, 0160T, 0161T, 0162T, 0163T, 0164T, 0165T, 0166T, 0167T, 0168T, 0169T, 0170T, 0171T, 0172T, 0173T, 0176T, 0177T, 0190T, 0191T, 0192T, 0200T, 0201T, 0213T, 0214T, 0215T, 0216T, 0217T, 0218T, 0226T, 0227T, 0228T, 0229T, 0230T, 0231T, 0232T, 0238T, 0249T, 0253T, 0260T, 0261T, 0263T, 0264T, 0265T, 0269T, 0270T, 0271T, 0274T, 0275T, 0282T, 0283T, 0284T, 0288T, 0289T, 0299T, 0300T, 0302T, 0303T, 0304T, 0307T, 0308T, 0313T, 0314T, 0315T, 0316T, 0319T, 0320T, 0321T, 0322T, 0323T, 0325T, 0326T, 0327T, 0328T, 0334T, 0335T, 0336T, 0337T, 0338T, 0339T, 0340T, 0341T, 0342T, 0343T, 0344T, 0345T, 01968-01969, 10000-69999, 90870, 91010, 91033, 92018-92019, 93510, 93526, 93542-93545, 93555-93556, 93600, 93602, 93603, 93610, 93612, 93615, 93616, 93618, 93631, 93650-93652, 95865, 95873, 95900, 95903, 95904, 95938, 95939, 95992, 96530, 96570-96571, C9716, C9724-C9728, C9737, C9743, C9800, D0120, D0140, D0150, D0160, D0180, D0210-D0350, D0416-D0418, D0421, D0431, D0460, D0470-D0471, D0475-D0479, D0481-D0485, D1110, D1120, D1201, D1203-D1206, D1208, D1351, D1354, D1510, D2110, D2120, D2130-D2131, D2140, D2150, D2160-D2161, D2210, D2330-D2332, D2335-D2337, D2380-D2382, D2385-D2388, D2390-D2394, D2710, D2712, D2750-D2752, D2780-D2783, D2790, D2794, D2910, D2915, D2920, D2930-D2934, D2940, D2950-D2952, D2954-D2955, D2960, D2970-D2971, D2975, D2980, D2999, D3211, D3220, D3222, D3230, D3240, D3310, D3320, D3330, D3346-D3348, D3351-D3353, D3410, D3421, D3425-D3426, D3430, D3470, D3920, D3950, D3999, D4210-D4211, D4220, D4240-D4241, D4245, D4260-D4261, D4265, D4271, D4273, D4275-D4276, D4283, D4285, D4321, D4341-D4342, D4355, D4381, D4910, D4999, D5850-D5851, D5955, D5982, D5986, D5991, D6053-D6054, D6094, D6190, D6194, D6205, D6214, D6240-D6242, D6253, D6624, D6634, D6710, D6750-D6752, D6794, D6930, D6972-D6973, D6975, D6980, D6999, D7110-D7111, D7120, D7130, D7140, D7210, D7220, D7230, D7240-D7241, D7250, D7260-D7261, D7270, D7280-D7283, D7285-D7286, D7288, D7310-D7311, D7321, D7411-D7415, D7472-D7473, D7485, D7510-D7511, D7520-D7521, D7671, D7771, D7880, D7953, D7963, D7972, D7999, D9110, D9223, D9243, D9420, D9910, D9971, G0104, G0105, G0121, G0127, G0166, G0173, G0186, G0242-G0243, G0247, G0259, G0260, G0268, G0269, G0275, G0278, G0288, G0289, G0290, G0338-G0340, G0364-G0365, G0392-G0393, G0412-G0415, G0440, G0441, G0448, G0458, M0050-M0054, Q1001-Q1005, Q3014, S0390, S0630, S0800, S0810, S0812, S2050-S2055, S2060-S2061, S2065, S2070, S2080, S2102-S2103, S2109, S2112, S2115, S2120, S2130, S2140, S2142, S2150, S2180, S2190, S2202, S2204-S2211, S2213, S2220, S2230, S2235, S2250, S2255, S2260, S2300, S2340-S2342, S2344, S2350-S2351, S2360-S2361, S2370-S2371, S2400-S2405, S2409, S2411, S3902, S3904, S3906, S4011, S4013-S4018, S4020-S4023, S4025-S4028, S4030-S4031, S4035, S4037, S4981, S5022, S8001,</p>	<p>Bill Type is 83X</p>

Category of Service	Procedure/Revenue Codes	Other Criteria
	S8030, S9015, S9025, S9034, S9088, S9527-S9528, X5301, V2630-V2632, V2790	
041 Anesthesia		Proc Code Modifiers: 47, AA, AB, AC, AD, AE (ends 12/31/2004), QK, QO, QS, QX, QZ, Z2, Z3, Z4 or Proc Code Modifier: QH or QI, (effective from 01/01/91 thru 02/28/1991) or Proc Code Modifier: QJ (ends 12/31/2002) or Proc Code Modifier: QL (ends 12/31/1998) or Proc Code Modifier: QQ (begins 12/31/2000) or Proc Code Modifier: QY (ends 12/31/1997)
058 Audiology	0208T – 0212T, 92550-92596, 92597 (ends 04/30/2004), 92598-92599, 92620-92621, 92625, 92633, 92700 (w/o modifier GN, begins 05/01/2004), S0618, S9476, X4611-X4612, X6000-X6001 470-0472, 479	
044 Case Management - Other	T1016, T1017 (with no modifier or modifier NOT EQUAL TO HE, U3, U6), T2022, T2023 (w/modifier NOT HE or U3), T2041, X5401, X5424-X5425, X5455-X5456, X5476-X5477, X5491, X5566-X5567 99344 OR 97602 OR 98967 OR T1016 AND Pay To Provider Number = 017195000	
062 Chemical Dependency	H0005, H0020, H2035, H2036, H0049, H0050, X0690, X5627	Primary Diag: : 303-305.03, 305.2-305.92
	H0001, H0003, H0005-H0016, H0021-H0022, H0026-H0029, H2034, H2036, H0043-H0044, H0047-H0050, H2001, S9475, T1006-T1012, X0690, X5627	Submitter ID: 650015300 (CCDTF) and Claim Type "O" Outpatient/Rehabilitation
040 Child and Teen Checkup	X5622, V5008, X5686, 96110, 99173, 99178 when PT = 16 All services on a C&TC claim (excluding lab) are assigned this COS. X5324, X5622	
039 Child and Teen Checkup Outreach	X5340, X5623	
057 Chiropractic	Not Applicable	Prov Type is 37 (Chiropractor)
048	H0032 with modifier UB, H0046 with modifier UB, T1024 with modifier UB,	

Category of Service	Procedure/Revenue Codes	Other Criteria
Early Intensive Developmental and Behavioral Intervention (EIDBI)	T1027 with modifier UB, 0359T with modifier UB, 0362T with modifier UB, 0363T with modifier UB, 0364T with modifier UB, 0365T with modifier UB, 0366T with modifier UB, 0367T with modifier UB, 0368T with modifier UB, 0369T with modifier UB	
118 Extended Occupational Therapy	S9129 (w/modifier UC), X5429	
121 Extended Physical Therapy	S9131 (w/modifier UC), X5426, X5453, X5468, X5579-X5580	
122 Extended Private Duty Nursing	S9124, T1002 (w/modifier UC), T1003 (w/modifier UC), X5266-X5267, X5433-X5441, X5465-X5466, X5577-X5578	
124 Extended Respiratory Therapy	S5181 (w/modifier UC), X5430	
125 Extended Speech Therapy	S9128 (w/modifier UC), X5427	
082 Fed Qualified Health Cntr Svc	00510, 00512, 00521, 00522, 00524, 00525, 00527, 00528, 00780, 00900 Ended 07/15/2009	Bill Type 731 or 737
020 Home Health Services	99503-99512, 99539, 99551-99569, 99600-99602, G0151-G0153, G0154 (IF Maj Prog NOT AC), G0155, G0156 (IF Wvr Type NOT F, G, H, I, J, K, L, M, P, Q, R, or S) G0157 – G0164, Effective for DOS on or after 01/01/16 end G0299 – G0300 in COS 043 and add to COS 020 unless TOB = 81X-82X, then assign 072. S0270 – S0274, S5180-S5181, S9035, S9097-S9098, S9122, S9126-S9129, S9131, S9200, S9208-S9214, S9220, S9225, S9230, S9300, S9308, S9310, S9335, S9395, S9420, S9423, S9425, S9524, S9526, S9529, S9533, S9535, S9539, S9543, S9545-S9546, S9550, S9555, S9800, S9802-S9803, S9810, T1004 (IF Wvr Type NOT F, G, H, I, J, K, L, M, P, Q, R, or S), T1021-T1022, T1030-T1031, X4015, X5280-X5285, X5327, X5660-X5661	
	G0154 (IF Maj Prog NOT AC) else, Not Applicable G0299 – G0300 unless TOB = 81X-82X, then assign 072	Bill Type 32X-34X
072 Hospice	G9473-G9479, Q5001-Q5010, X5210-X5228	
	Not Applicable	Bill Type 81X or 82X
001 Inpatient Hospital General	Not Applicable	Bill Type is 11X and Prov COS is Inpatient Hospital, General
073 Inpatient Hosp Neonatal ICU	Not Applicable	Bill Type is 11X and Prov COS is Inpatient, Neonatal, ICU and

Category of Service	Procedure/Revenue Codes	Other Criteria
<p>This COS ends, effective for DOS on or after 10/01/15.</p>		<p>Source of admission is "4" or "A" and Type of Admission is not "4" and DRG equals 386 – 390 or 482 or 541 or 542 and Recipient age < 1 OR Effective 01/01/07 Bill Type is 11X and Prov COS is Inpatient, Neonatal, ICU And Recip date of birth= date of admission And One of the diagnosis codes = V30.1 or V31.1 or V32.1 or V33.1 or V34.1 or V35.1 or V36.1 or V37.1 And One of the revenue codes = 0174 OR Effective 11/01/08 Bill Type is 11X and Prov COS is Inpatient, Neonatal, ICU and Source of admission is "6" and Type of Admission is "4" and DRG equals 386 – 390 or 482 or 541 or 542 and Principal diagnosis code = V30.1 or V31.1 or V32.1 or V33.1 or V34.1 or V35.1 or V36.1 or V37.1 or V39.1 and Recipient age < 1</p>
<p>006 Inpatient Hosp Rehabilitation</p>	<p>Not Applicable</p>	<p>Bill Type is 11X And Prov COS is Inpatient Rehabilitation</p>
<p>080 Laboratory</p>	<p>0001M, 0002M, 0003M, 0004M, 0005M, 0006M, 0007M, 0008M, 0009M, 0010M, 0010T, 0023T, 0026T, 0030T, 0043T, 0058T, 0059T, 0085T, 0087T,</p>	

Category of Service	Procedure/Revenue Codes	Other Criteria
	0279T, 0280T, 0357T, 0358T, 0423T, 36415-36416, 80000-89999, 99000-99001, 99195, A9220, C1010-C1018, C1020-C1022, G0001, G0026-G0027, G0050-G0060, G0103 (begins 07/01/2001), G0107 (begins 07/01/2001), G0123-G0124, G0141, G0143-G0145, G0147, G0148, G0265-G0266, G0306-G0307, G0328, G0416 – G0419, G0430 –G0435, G0450, G0466, G0467-G0468, G0475-G0476, G0477-G0483, G9143, P2031, P3000-P3001, P7001, P7020, P9010-P9024, P9031-P9040, P9044, P9051-P9060, P9070-P9072, P9600, P9603-P9615, Q0048, Q0060-Q0061, Q0063, Q0091, Q0095-Q0102, Q0111-Q0116, Q0126, Q2022, S3600-S3601, S3618, S3620, S3625 – S3626, S3628, S3630, S3645, S3650, S3652, S3655, S3700-S3701, S3708, S3711, S3717, S3721-S3722, S3800, S3818-S3820, S3822-S3823, S3828-S3831, S3833-S3835, S3837, S3840-S3853, S3855, S3860 – S3862, S3865 – S3866, S3870, S3890, S4036, S4040, X5328, Y8000, Y8020-Y9001	
046 Mental Health	90785, 90791, 90792, 90801 – 90815, 90875-90876, 90816 – 90829, 90832 - 90847, 90862 - 90865, M0064, 90885 - 90889, S9484, , 90846 - 90847, 99354,90849, 90853, 90857, S9484 UA, S9484 UA HN	
090 Nurse Midwife Services	Not Applicable	ProvType is 66 (Nurse Midwife)
091 Nurse Practitioner Services	Not Applicable	ProvType is 65 (Nurse Practitioner)
054 Occupational Therapy	29065 (w/modifier GO, begins 05/01/2004), 29075 (w/modifier GO, begins 05/01/2004), 29085-29086 (w/modifier GO, begins 05/01/2004), 29105 (w/modifier GO, begins 05/01/2004), 29125-29126 (w/modifier GO, begins 05/01/2004), 29130-29131 (w/modifier GO, begins 05/01/2004), 29200 (w/modifier GO, begins 05/01/2004), 29220 (w/modifier GO, begins 05/01/2004), 29240 (w/modifier GO, begins 05/01/2004), 29060 (w/modifier GO, begins 05/01/2004), 29080 (w/modifier GO, begins 05/01/2004), 29345 (w/modifier GO, begins 05/01/2004), 29355 (w/modifier GO, begins 05/01/2004), 29365 (w/modifier GO, begins 05/01/2004), 29405 (w/modifier GO, begins 05/01/2004), 29425 (w/modifier GO, begins 05/01/2004), 29445 (w/modifier GO, begins 05/01/2004), 29505 (w/modifier GO, begins 05/01/2004), 29515 (w/modifier GO, begins 05/01/2004), 29520 (w/modifier GO, begins 05/01/2004), 29530 (w/modifier GO, begins 05/01/2004), 29540 (w/modifier GO, begins 05/01/2004), 29550 (w/modifier GO, begins 05/01/2004), 29580 (w/modifier GO, begins 05/01/2004), 29581 (w/modifier GO), 29590 (w/modifier GO, begins 05/01/2004), 90901(ends 04/30/2004), 90901 (w/modifier GO, begins 05/01/2004), 90911 (w/modifier GO), 92526 (w/modifier GO), 92610 (w/modifier GO, begins 05/01/2004), 92611 (w/modifier GO, begins 05/01/2004), 92626 – 92627 (w/modifier ‘GO’), 92630 (w/modifier ‘GO’) 92633 (w/modifier ‘GO’), 95831 (w/modifier GO, begins 05/01/2004), 95832 (w/modifier GO, begins 05/01/2004), 95833 (w/modifier GO, begins 05/01/2004), 95834 (w/modifier GO, begins 05/01/2004), 95851 (w/modifier GO, begins 05/01/2004), 95852 (w/modifier GO, begins 05/01/2004), 95992 w/mod GO, 96110 (with modifier GO, begins 01/01/2010), 96111 (with modifier GO, begins 01/01/2010), 96125 without mod GN, 97003-	

Category of Service	Procedure/Revenue Codes	Other Criteria
	<p>97004, 97010 (ends 04/30/2004), 97010 (w/modifier GO, begins 05/01/2004), 97012-97014 (ends 04/30/2004), 97012-97014 (w/modifier GO, begins 05/01/2004), 97016 (ends 04/30/2004), 97016 (w/modifier GO, begins 05/01/2004), 97018 (ends 04/30/2004), 97018 (w/modifier GO, begins 05/01/2004), 97020 (ends 04/30/2004), 97020 (w/modifier GO, begins 05/01/2004), 97022 (ends 04/30/2004), 97022 (w/modifier GO, begins 05/01/2004), 97024 (ends 04/30/2004), 97024 (w/modifier GO, begins 05/01/2004), 97026 (ends 04/30/2004), 97026 (w/modifier GO, begins 05/01/2004), 97028 (ends 04/30/2004), 97028 (w/modifier GO, begins 05/01/2004), 97032 (ends 04/30/2004), 97032 (w/modifier GO, begins 05/01/2004), 97033 (ends 04/30/2004), 97033 (w/modifier GO, begins 05/01/2004), 97034 (ends 04/30/2004), 97034 (w/modifier GO, begins 05/01/2004), 97035 (ends 04/30/2004), 97035 (w/modifier GO, begins 05/01/2004), 97036 (ends 04/30/2004), 97036 (w/modifier GO, begins 05/01/2004), 97039 (w/modifier GO, begins 05/01/2004), 97110 (ends 04/30/2004), 97110 (w/modifier GO, begins 05/01/2004), 97112-97113 (ends 04/30/2004), 97112-97113 (w/modifier GO, begins 05/01/2004), 97116 (ends 04/30/2004), 97116 (w/modifier GO, begins 05/01/2004), 97124 (ends 04/30/2004), 97124 (w/modifier GO, begins 05/01/2004), 97139 (w/modifier GO, begins 05/01/2004), 97140(ends 04/30/2004), 97140 (w/modifier GO, begins 05/01/2004), 97150 (w/modifier GO, begins 05/01/2004), 97504 (ends 04/30/2004), 97504 (w/modifier GO, begins 05/01/2004), 97520 (ends 04/30/2004), 97520 (w/modifier GO, begins 05/01/2004), 97530 (ends 04/30/2004), 97530 (w/modifier GO, begins 05/01/2004), 97532-97533 (modifier not equal to GP or GN), 97535 (w/o GP mod), 97537(w/o GP mod), 97540-97541, 97542 (ends 04/30/2004), 97542 (w/modifier GO, begins 05/01/2004), 97545-97546 (w/modifier GO, begins 05/01/2004), 97597-97598 (w/modifier GO) 97605-97608 (w/modifer GO), 97610 w/mod GO, 97703(ends 04/30/2004), 97703 (w/modifier GO, begins 05/01/2004), 97755 (modifier EQUAL TO 'GO'), 97760 (w/modifier 'GO'), 97761 (w/modifier 'GO'), 97762 (w/modifier 'GO', 97750 (w/modifier GO, begins 05/01/2004), 97770, 97799 (w/modifier GO, begins 05/01/2004), G0129, G0281 (modifier = 'GO'), G0282 (modifier = 'GO'), G0283 (modifier = 'GO'), G0456 (w/modifier GO), G0457 (w/modifier GO), G8990-G8995 (w/modifier GO), H5300, H5510, H5511, Q0082, Q0109-Q0110, Q4017-Q4024 (w/modifier GO, begins 05/01/2004), Q4041-Q4049 (w/modifier GO, begins 05/01/2004), Q4051 (w/modifier GO, begins 05/01/2004), X4510-X4513, X4515-X4520, X4522-X4526, X5510-X5511, X6004-X6005</p>	
	Procedure codes associated with CMS-1500 claim form or 430-434, 439	
007 Outpatient Hospital Services	Not Applicable Or 762	Bill Type is 13X or 14X
	Not Applicable	Bill Type is 730, 732-739
	X5350 Or 519	Bill Type is 731
030	Not Applicable	Claim Type P

Category of Service	Procedure/Revenue Codes	Other Criteria
Pharmacy Services		
051 Physical Therapy	<p>29065 (w/modifier GP, begins 05/01/2004), 29075 (w/modifier GP, begins 05/01/2004), 29085-29086 (w/modifier GP, begins 05/01/2004), 29105 (w/modifier GP, begins 05/01/2004), 29125-29126 (w/modifier GP, begins 05/01/2004), 29130-29131 (w/modifier GP, begins 05/01/2004), 29200 (w/modifier GP, begins 05/01/2004), 29220 (w/modifier GP, begins 05/01/2004), 29240 (w/modifier GP, begins 05/01/2004), 29060 (w/modifier GP, begins 05/01/2004), 29080 (w/modifier GP, begins 05/01/2004), 29345 (w/modifier GP, begins 05/01/2004), 29355 (w/modifier GP, begins 05/01/2004), 29365 (w/modifier GP, begins 05/01/2004), 29405 (w/modifier GP, begins 05/01/2004), 29425 (w/modifier GP, begins 05/01/2004), 29445 (w/modifier GP, begins 05/01/2004), 29505 (w/modifier GP, begins 05/01/2004), 29515 (w/modifier GP, begins 05/01/2004), 29520 (w/modifier GP, begins 05/01/2004), 29530 (w/modifier GP, begins 05/01/2004), 29540 (w/modifier GP, begins 05/01/2004), 29550 (w/modifier GP, begins 05/01/2004), 29580 (w/modifier GP, begins 05/01/2004), 29581 (w/modifier GP), 29590 (w/modifier GP, begins 05/01/2004), 90900, 90901(ends 04/30/2004), 90901 (w/o modifier GO, begins 05/01/2004), 90911 (w/modifier GP), 95831 (ends 04/30/2004), 95831 (w/o modifier GO, begins 05/01/2004), 95832 (ends 04/30/2004), 95832 (w/o modifier GO, begins 05/01/2004), 95833 (ends 04/30/2004), 95833 (w/o modifier GO, begins 05/01/2004), 95834 (ends 04/30/2004), 95834 (w/o modifier GO, begins 05/01/2004), 95835-95850, 95851 (ends 04/30/2004), 95851 (w/o modifier GO, begins 05/01/2004), 95852 (ends 04/30/2004), 95852 (w/o modifier GO, begins 05/01/2004), 95992 w/mod GP, 96110 (with modifier GP, begins 01/01/2010), 96111 (with modifier GP, begins 01/01/2010), 97000-97002, 97005-97006, 97010 (ends 04/30/2004), 97010 (w/o modifier GO, begins 05/01/2004), 97011, 97012-97013 (ends 04/30/2004), 97012-97013 (w/o modifier GO, begins 05/01/2004), 97014-97015, 97016 (ends 04/30/2004), 97016 (w/o modifier GO, begins 05/01/2004), 97017,97018 (ends 04/30/2004), 97018 (w/o modifier GO, begins 05/01/2004), 97019, 97020 (ends 04/30/2004), 97020 (w/o modifier GO, begins 05/01/2004), 97021, 97022 (ends 04/30/2004), 97022 (w/o modifier GO, begins 05/01/2004), 97023, 97024 (ends 04/30/2004), 97024 (w/o modifier GO, begins 05/01/2004), 97025, 97026 (ends 04/30/2004), 97026 (w/o modifier GO, begins 05/01/2004), 97027, 97028 (ends 04/30/2004), 97028 (w/o modifier GO, begins 05/01/2004), 97029-97031, 97032 (ends 04/30/2004), 97032 (w/o modifier GO, begins 05/01/2004), 97033 (ends 04/30/2004), 97033 (w/o modifier GO, begins 05/01/2004), 97034 (ends 04/30/2004), 97034 (w/o modifier GO, begins 05/01/2004), 97035 (ends 04/30/2004), 97035 (w/o modifier GO, begins 05/01/2004), 97036 (ends 04/30/2004), 97036 (w/o modifier GO, begins 05/01/2004), 97037-97038, 97039 (ends 04/30/2004), 97039 (w/o modifier GO, begins 05/01/2004), 97110 (ends 04/30/2004), 97110 (w/o modifier GO, begins 05/01/2004), 97111, 97112-97113 (ends 04/30/2004), 97112-97113 (w/o modifier GO, begins 05/01/2004), 97114-97115, 97116 (ends 04/30/2004), 97116 (w/o modifier GO, begins 05/01/2004), 97117-97123, 97124 (ends 04/30/2004), 97124 (w/o modifier GO, begins 05/01/2004), 97125-97138, 97139 (ends 04/30/2004), 97139 (w/o modifier GO, begins 05/01/2004), 97140(ends 04/30/2004), 97140 (w/o modifier GO, begins 05/01/2004), 97141-97145, 97150 (ends 04/30/2004), 97150 (w/o modifier GO, begins 05/01/2004), 97200-97241, 97250, 97260-97261, 97265, 97500-97503, 97504 (ends 04/30/2004), 97504 (w/o modifier GO, begins 05/01/2004), 97505-97519, 97520 (ends 04/30/2004), 97520 (w/o modifier GO, begins 05/01/2004), 97521-97529, 97530 (ends 04/30/2004), 97530 (w/o modifier GO, begins</p>	

Category of Service	Procedure/Revenue Codes	Other Criteria
	<p>05/01/2004), 97531, 97532-97533 (w GP mod), 97535 (w GP mod), 97537 (w GP mod), 97542 (ends 04/30/2004), 97542 (w/o modifier GO, begins 05/01/2004), 97545-97546 (ends 04/30/2004), 97545-97546 (w/o modifier GO, begins 05/01/2004), 97597-97598 (w/o modifier GO) 97605-97608 (w/o modifier GO), 97610 w/mod GP, 97700-97701, 97703(ends 04/30/2004), 97703 (w/o modifier GO, begins 05/01/2004), 97720-97721, 97750 (ends 04/30/2004), 97750 (w/o modifier GO, begins 05/01/2004), 97752, 97755 (modifier NOT EQUAL TO 'GO'), 97760 (w/o modifier OR modifier NOT EQUAL TO 'GO'), 97761 (w/o modifier OR modifier NOT EQUAL TO 'GO'), 97762 (w/o modifier OR modifier NOT EQUAL TO 'GO'), 97799 (ends 04/30/2004), 97799 (w/o modifier GO, begins 05/01/2004), G0281 (modifier = 'GP'), G0282 (modifier = 'GP'), G0283 (modifier = 'GP'), G0456 (w/o modifier GO), G0457 (w/o modifier GO), G8990-G8995 (w/modifier GP), H5220-H5299, M0005-M0008, Q0086, Q0103-Q0104, Q4017-Q4024 (w/modifier GP, begins 05/01/2004), Q4041-Q4049 (w/modifier GP, begins 05/01/2004), Q4051 (w/modifier GP, begins 05/01/2004), S8940, S8945, S8948, S8990, S9033, X0715, X4521, X4600-X4601, X5515-X5516, X6006-X6008</p> <p>Procedure codes listed above or 420-424, 429</p>	
043 Physician Services	<p>0001F, 0001T, 0002F, 0002T, 0003F, 0003T, 0004F, 0005F, 0005T, 0006F, 0006T, 0007F, 0007T, 0008F, 0008T, 0009F, 0009T, 0010F, 0011F, 0012F, 0012T, 0013T, 0014F, 0014T, 0015F, 0016T, 0017T, 0018T, 0019T, 0020T, 0021T, 0024T, 0025T, 0027T, 0028T, 0029T, 0031T, 0032T, 0033T, 0034T, 0035T, 0036T, 0037T, 0038T, 0039T, 0040T, 0041T, 0042T, 0044T, 0045T, 0046T, 0047T, 0048T, 0049T, 0050T, 0051T, 0052T, 0053T, 0054T, 0055T, 0056T, 0057T, 0060T, 0061T, 0062T, 0063T, 0064T, 0065T, 0068T, 0069T, 0070T, 0073T, 0074T-0084T, 0086T, 0088T, 0115T - 0117T, 0120T, 0123T, 0124T, 0126T, 0130T, 0133T, 0135T, 0137T, 0140T- 0143T, 0153T, 0154T, 0155T-0158T, 0160T-0173T, 0176T0181T, 0184T-0186T, 0188T - 0192T - 0207T, 0213T - 0238T, 0243T -0278T, 0281T - 0329T, 0333T - 0345T, 0356T, 0375T - 0393T, 0396T - 0445T, 0500F-0503F, 0509F, 0513F, 0514F, 0516F-0521F, 0525F, 0526F, 0528F, 0529F, 0535F, 0540F, 0545F, 0550F, 0551F, 0555F - 0557F, 0575F, 0580F - 0584F, 1000F-1002F, 2000F, 4000F-4002F, 4006F, 4009F, 4011F, 7010F, 01953, 01967-01969, 01995-01996, 10000-29064, 29065 (ends 04/30/2004), 29065 (w/o modifier GO or GP, begins 05/01/2004), 29066-29074, 29075 (ends 04/30/2004), 29075 (w/o modifier GO or GP, begins 05/01/2004), 29076-29084, 29085-29086 (ends 04/30/2004), 29085-29086 (w/o modifier GO or GP, begins 05/01/2004), 29087-29104, 29105 (ends 04/30/2004), 29105 (w/o modifier GO or GP, begins 05/01/2004), 29106-29124, 29125-29126 (ends 04/30/2004), 29125-29126 (w/o modifier GO or GP, begins 05/01/2004), 29127-29129, 29130-29131 (ends 04/30/2004), 29130-29131 (w/o modifier GO or GP, begins 05/01/2004), 29132-29199, 29200 (ends 04/30/2004), 29200 (w/o modifier GO or GP, begins 05/01/2004), 29201-29219, 29220 (ends 04/30/2004), 29220 (w/o modifier GO or GP, begins 05/01/2004), 29221-29239, 29240 (ends 04/30/2004), 29240 (w/o modifier GO or GP, begins 05/01/2004), 29241-29259, 29060 (ends 04/30/2004), 29060 (w/o modifier GO or GP, begins 05/01/2004), 29061-29079, 29080 (ends 04/30/2004), 29080 (w/o modifier GO or GP, begins 05/01/2004), 29081-29344, 29345 (ends 04/30/2004), 29345 (w/o modifier GO or GP, begins 05/01/2004), 29346-29354, 29355 (ends 04/30/2004), 29355 (w/o modifier GO or GP, begins 05/01/2004), 29356-29364, 29365 (ends 04/30/2004), 29365 (w/o modifier GO or GP, begins 05/01/2004), 29366-29404, 29405 (ends</p>	

Category of Service	Procedure/Revenue Codes	Other Criteria
	<p>04/30/2004), 29405 (w/o modifier GO or GP, begins 05/01/2004), 29406-29424, 29425 (ends 04/30/2004), 29425 (w/o modifier GO or GP, begins 05/01/2004), 29426-29444, 29445 (ends 04/30/2004), 29445 (w/o modifier GO or GP, begins 05/01/2004), 29446-29504, 29505 (ends 04/30/2004), 29505 (w/o modifier GO or GP, begins 05/01/2004), 29506-29514, 29515 (ends 04/30/2004), 29515 (w/o modifier GO or GP, begins 05/01/2004), 29516-29519, 29520 (ends 04/30/2004), 29520 (w/o modifier GO or GP, begins 05/01/2004), 29521-29529, 29530 (ends 04/30/2004), 29530 (w/o modifier GO or GP, begins 05/01/2004), 29531-29539, 29540 (ends 04/30/2004), 29540 (w/o modifier GO or GP, begins 05/01/2004), 29541-29549, 29550 (ends 04/30/2004), 29550 (w/o modifier GO or GP, begins 05/01/2004), 29551-29579, 29580 (ends 04/30/2004), 29580 (w/o modifier GO or GP, begins 05/01/2004), 29581 (without modifier GO or GP), 29582-29589, 29590 (ends 04/30/2004), 29590 (w/o modifier GO or GP, begins 05/01/2004), 29591-36410, 36420-69999, 90000-90699, 90700-90799, 90902-90910, 90911 (ends 04/30/2004), 90911 (w/o modifier GO or GP, begins 05/01/2004), 90918-90925, 90935-90950, 90971- 91299, 92500-92504, 92511-92520, 92531-92548, 92601-92604, 92611 (ends 04/30/2004), 92611 (w/o modifier GO or GN, begins 05/01/2004), 92612 (ends 04/30/2004), 92612 (w/o modifier GN, begins 05/01/2004), 92613, 92614 (ends 04/30/2004), 92614 (w/o modifier GN, begins 05/01/2004), 92615, 92616 (ends 04/30/2004), 92616 (w/o modifier GN, begins 05/01/2004), 92617, 92640, 92700 (ends 04/30/2004), 92920, 92921, 92924, 92925, 92928, 92929, 92933, 92934, 92937, 92938, 92941, 92943, 92944, 92950-93921, 93922-93926 (ends effect. DOS 9/30/15), 93927-93929, 93930-93931 (ends effect. DOS 9/30/15), 93932-93964, 93965 (ends effect. DOS 9/30/15), 93966-93969, 93970-93971 (ends effect. DOS 9/30/15), 93972-93974, 93975-93976 (ends effect. DOS 9/30/15), 93977, 93978-93981 (ends effect. DOS 9/30/15), 93982, 93990, 93998, 94002-94005, 94010-94799, 94800-94899, 95000-95300, 95411,95782, 95783, 95800 – 95801, 95803, 95805-95830, 95857-95882, 95885-95887, 95900-95991, 95992 if mod <> GP or GO, 95993 - 95999, 96000-96004, 96020, 96040, 96110 (modifier NOT EQUAL GN, GO, GP) 96111 (modifier NOT EQUAL GN GO GP), 96115, 96150-96155, 96360 – 96361, 96365 – 96376, 96379, 96400-96549, 96567, 96570-96571, 96900-96999, 97601-97602 (ends 04/30/2004), 97601-97602 (w/o modifier GO or GP, begins 05/01/2004), 97610 mod NOT EQUAL GP, GO), 97780-97781, 97802-97804, 97810-97811, 97813-97814, 98900-98929, 98960-98962, 98966-98969, 99002-99065, 99075-99091, 99100-99145, 99148-99192, 99199-99429, 99431-99444, 99446 – 99499, 99450-99455, 99471 – 99472, 99475 - 99480, 99481 – 99482, 99485-99490, 99495-99499, 99605-99607, 99990, A4260, A4641 effective for DOS on or after 09/01/15, A4642 effective for DOS on or after 09/01/15, A9150, A9152-A9153, A9200, A9500-A9700 effective for DOS on or after 09/01/15, A9535, C1204, C2644, C5271 – C5278, C8921-C8930, C8950-C8955, C8957, C9019-C9023, C9025-C9027, C9104-C9116, C9119-C9121, C9124-C9138, C9202-C9204, C9207- C9220, C9223-C9230, C9232-C9235, C9237-C9240, C9245 – C9248, C9251 – C9267, C9270 – C9284, C9288 – C9298, C9349, C9399, C9410-C9433, C9435-C9457, C9458, C9459, C9460, C9461, C9470-C9480, C9497, C9600-C9608, C9704, C9712-C9721, C9724 – C9731, C9733-C9734, C9736, C9737, C9739, C9740, C9741, C9742, C9743, C9800 – C9802, G0002-G0010, G0015-G0016, G0030-G0047, G0051-G0053, G0062-G0066, G0101-G102, G0103 (ends 06/30/2001), GO104-G0106, G0107 (ends 06/30/2001), G0108-G0116, G0121, G0125-G0128, G0159-G0161, G0163-G0171, G0173-G0175, G0178-G0187, G0190-G0194, G0237-G0243, G0245-G0251, G0255-G0261, G0263-G0264, G0267-G0277, G0278-G0280, G0281 (modifier NOT EQUAL ‘GO’, ‘GP’), G0282 (modifier NOT EQUAL ‘GO’, ‘GP’), G0283 (modifier NOT EQUAL ‘GO’, ‘GP’), G0288-G0295, G0296 End</p>	

Category of Service	Procedure/Revenue Codes	Other Criteria
	assigning COS 079, Radiology, 12/31/15. Effective for DOS on or after 01/01/16 assign to COS 043, Physician Services, G0297 End assigning COS 043, Physician Services, 12/31/15. Effective for DOS on or after 01/01/16 assign to COS 079, Radiology, G0298, Effective for DOS on or after 01/01/16 end G0299 – G0300 and add to COS020, G0302-G0305, G0308-G0327, G0329, G0332-G0333, G0337-G0351, G0353-G0368, G0372, G0375 - G0377, G0392-G0393, G0396-G0400, G0402 – G0415, G0420 – G0429, G0436 – G0449, G0452 – G0455, G0458, G0459 – G0463, G0464, G0471 – G0473, G0908-G0922, G3001, G6001 – G6058, G8006-G8041, G8051-G8062, G8075-G8080, G8093-G8094, G8099-G8100, G8103-G8104, G8106-G8117, G8126-G8131, G8152-G8167, G8170-G8172, G8182-G8186, G8191-G8243, G8245-G8347, G8351, G8354, G8357, G8360, G8362, G8365, G8367, G8370-G8386, G8389-G8391, G8385-G8410, G8415-G8443, G8445-G8544, G8545 – G8553, G8556 – G8718, G8720-G8728, G8730-G8803, G8805-G8958, G8961-G8989, G8990-G8995 (w/o modifiers GP and GO), G9001-G9012, G9016 -G9036, G9050-G9142, G9147-G9153, G9156, G9157, G9165-G9170, G9187 – G9211, G9214 – G9231, G9233 – G9329, G9340 – G9360, G9362 – G9370, G9376 – G9386, G9389 – G9396, G9399 – G9443, G9448 – G9460, G9463 – G9472, G9480-G9490, G9496-G9526, G9529-G9544, G9547-G9563, G9572-G9574, G9577-G9585, G9593-G9678, H0033, H1000-H1005, H1010, H2000 (mod not equal U6), J0100-J7020, J7040-J7042, J7050, J7052-J7131, J7140-J7170, J7178, J7180 - J7199, J7200 – J7201, J7205, J7300, J7302-J7304, J7306 – J7312, J7313, J7315-J7317, J7319 - J7327, J7328, J7330, J7335, J7336, J7340 - J7350, J7500-J7511, J7512, J7513, J7515-J7518, J7520, J7525, J7527, J7599, J7602 – J7606-J7609, J7610-J7799, J7999, J8498-J8499, J8501, J8510, J8515, J8520-J8521, J8530-J9999, K0119-K0125, K0140-K0146, K0166-K0167, K0415-K0416, K0418, K0453, K0503-K0528, K0548, M0070, M0075, M0100-M0101, M0300-M0585, M0592, M0702-M0799, M0910, M0945, M0974-M0982, P9001, P9041-P9043, P9045-P9048, P9050, Q0019-Q0032, Q0034-Q0035, Q0044, Q0059, Q0062, Q0066, Q0068, Q0081, Q0083-Q0085, Q0090, Q0093-Q0094, Q0108, Q0124-Q0132, Q0134, Q0136-Q0141, Q0144, Q0156-Q0185, Q0187, Q0510-Q0515, Q1003, Q2001-Q2021, Q2023 - Q2027, Q2028, Q2033-Q2051, Q3013-Q3014, Q3021-Q3026, Q3027 – Q3028, Q3030, Q4052-Q4055, Q4075-Q4077, Q4079, Q4081-Q4092, Q4095 – Q4098, Q4145, Q5101, Q5102, Q9920-Q9944, Q9955-Q9957, Q9968-Q9970, Q9974, Q9975, Q9976, Q9977, Q9978, Q9981, S0009-S0040, S0071-S0098, S0104, S0106-S0109, S0112, S0114-S0119, S0122, S0124, S0126, S0128, S0130, S0132-S0133, S0135-S0141, S0144-S0148, S0156-S0167, S0169 - S0183, S0187, S0189-S0191, S0193-S0199, S0206, S0220-S0221, S0250, S0255, S0257, S0260, S2068, S0270-S0274, S0280 , S0281, S0285, S0302, S0310, S0311, S0315-S0317, S0320, S0340-S0342, S0345-S0347, S0353-S0354, S0390, S0592, S0601-S0622, S0625, S0630, S0800, S0810, S0812, S1025, S1090, S2050-S2055, S2060-S2061, S2065 – S2067, S2070, S2075-S2077- S2080, S2082-S2083, S2085, S2090-S2091, S2095, S2102-S2103, S2107, S2109, S2112- S2115, S2117 – S2118, S2120, S2130-S2131, S2135, S2140, S2142, S2150, S2152, S2180, S2190, S2202, S2204-S2211, S2213, S2215, S2220, S2225, S2230, S2235, S2250, S2255, S2260, S2262, S2265-S2267, S2270, S2300, S2325, S2340-S2342, S2344, S2348, S2350-S2351, S2360-S2363, S2370-S2371, S2400-S2405, S2409, S2411, S2900, S3854, S3900, S3902, S3904 - S3906, S4011, S4013-S4018, S4020-S4023, S4025-S4028, S4030-S4031, S4035, S4037, S4042, S4981, S4989, S4993, S5000-S5001, S5022, S5550-S5553, S5565-S5566, S5570-S5571, S8001, S8004, S8030, S8130-S8131, S9034, S8040, S8048-S8049, S8075, S8110 (begins 07/01/2001), S8301, S8930, S8950, S9015, S9023, S9025, S9055-S9056, S9075, S9083, S9085, S9088, S9090, S9092, S9105, S9117, S9140-S9141,	

Category of Service	Procedure/Revenue Codes	Other Criteria
	S9145, S9150, S9381, S9401, S9430, S9436-S9439, S9441-S9445, S9447, S9449, S9451-S9455, S9460, S9465, S9472-S9474, S9527-S9528, S9806, S9900, S9901, S9910, S9970 (when mod NOT equal to U6 U5), S9981-S9982, S9986, S9988-S9991, T1013-T1014, T1016 (AND DOS prior to 10/1/15 Primary Diag = 010-018.99, 795.5, 795.51 DOS on or after 10/1/15 primary diagnosis = A15.A19.9, Z11.1, Z88.11, Z20.1, R76.11, R76.12 AND No approved service agreement), T1024 when modifier NOT equal to UB, T1025 -T1026, T1027 when modifier NOT equal to UB, T1028 (ends 12/31/2013), T1029, T1502, T1503, T2042-T2047, T2050-T4520, T4545-T5000, T5002-T5998, T6000-T6515, V2630-V2632, V2785, V2790, W0100-W9999, X0995, X1000-X1018, X1030-X1031, X1050-X1395, X1410, X1420, X1520, X1672, X2300, X2390-X2393, X2395-X2396, X3100-X3102, X3120-X3121, X5355-X5356, X5493-X5501, X5509, X5659, X5698-X5699, X9001, Y0069, Y9300-Y9324	
	J0001-J9999, 90281-90799, 95115-95180 (begins 08/01/2000)	
055 Podiatry	Not Applicable	Prov Type is 36 (Podiatrist)
089 Private Duty Nursing	G0154 (IF Maj Prog = AC), S9216-S9218, T1000, T1002-T1003, X4020-X4021, X4029, X4031, X4033, X4035, X5641-X5642, X5646-X5649, X5662-X5663	
088 Public Health Nursing	99500-99502, S5190, S9123, S9446, T1015, X4010, X5286-X5288, X5546-X5549	
079 Radiology, Technical Component	0066T, 0067T, 0071T, 0072T, 0082T, 0144T- 0152T, 0159T, 0174T, 0175T, 0182T, 0183T, 0187T, 0239T – 0242T, 0330T, 0331T, 0332T, 0346T, 0347T, 0348T, 0349T, 0350T, 0351T, 0352T, 0353T, 0354T, 0355T, 0394T, 0395T, 0422T, 70000-79999 (EXCEPT 7010F, which was moved to Physician, '043'), 93922-93926 (Effective for DOS on or after 10/1/15), 93930-93931 (Effective for DOS on or after 10/1/15), 93965 (Effective for DOS on or after 10/1/15), 93970-93971 (Effective for DOS on or after 10/1/15), 93975-93976 (Effective for DOS on or after 10/1/15), 93978-93981 (Effective for DOS on or after 10/1/15), C2645, C8900-C8914, C8918-C8920, C8931 – C8936, C9722-C9723, G0120, G0122, G0130-G0133, G0188, G0202-G0207, G0210-G0236, G0252-G0254, G0262, G0296 End assigning COS 079, Radiology 12/31/15. Effective for DOS on or after 1/1/16 assign to COS 043 Physician Services, G0297 End assigning COS 043, Physician Services, 12/31/15. Effective for DOS on or after 01/01/16 assign to COS 079, Radiology. G0330 – G0331, G0336, G0389, M0080, Q0064-Q0065, Q0067, Q0069-Q0072, Q0076, Q0092, R0065, R0070-R0076, R6129, S0820, S0830, S8032, S8035, S8037, S8042, S8055, S8080, S8085, S8092-S8093, S9022, S9024, Y1000, Y7000-Y7603	
083 Rural Health Clinic Services	00521, 00522, 00524, 00525, 00527, 00528, 00529, 00780, 00900 or X5325-X5326 Ended 07/15/2009	Bill Type is 71X
053 Speech Therapy	92506-92508, 92510, 92521 – 92524, 92525, 92526 (if modifier NOT EQUAL to 'GO'), 92597 (begins 05/01/2004), 92605-92609, 92610 (ends 04/30/2004), 92610 (w/o modifier GO, begins 05/01/2004), 92611 (w/modifier GN, begins 05/01/2004), 92612 (w/modifier GN, begins 05/01/2004), 92614 (w/modifier GN, begins 05/01/2004), 92616 (w/modifier GN, begins 05/01/2004), 92618, 92626 – 92627 (if modifier NOT EQUAL to 'GO', 92630 (if modifier NOT	

Category of Service	Procedure/Revenue Codes	Other Criteria
	EQUAL to 'GO'), 92633 (if modifier NOT EQUAL to 'GO'), 92700 (w/modifier GN, begins 05/01/2004), 96105, 96110 (with modifier GN, begins 01/01/2010), 96111 (with modifier GN, begins 01/01/2010), 96125 w Mod GN. 97532-97533 w mod GN, G0195-G0201, G8996-G8999, G9158-G9164, G9171-G9176, G9186, S9152, V5301-V5364, X4610, X4613-X4614, X5517, X6002-X6003	
	Procedure codes listed above or 440-444, 449	Claim Form UB
078 Vision	0065T, 0378T, 0379T, 0380T, 90000-90080, 99056, 99172, 99201-99205, 99211-99215, S0592, S0625	Prov Type 35 Optometrist or 75 Optician
	92000-92065, 92081-92287, 92499, G0117-G0118, G9041 – G9044, S3000, X0101-X0103, X0106-X0113, X5686	

ATTACHMENT B-1: IHP-Specific Description and Governance

1.1 Summary. This document further defines the IHP Entity, [name of IHP]’s Participants, and certain other details about the IHP as referenced in the IHP Contract.

1.2 Conflicting References. The Parties expressly agree that any references to “Shared Losses” “Interim Payments,” or “Final Payments” in the Contract or its Attachments that are inconsistent with the purposes of this Attachment shall not apply to IHP.

1.3 As defined in Article 1 (9) of the Contract, the IHP Entity is:

Provider health system(s) whose clinics and/or hospitals are owned by or under contract for the purposes of this demonstration.

A separate legal entity.

[Insert description of the IHP from the RFP response here. IHP should edit for any changes since the RFP response.]

1.4 List of IHP Participants. As defined in Article 1 (10), the list of IHP Participants includes the following (as of January 1, 2018). This list of participants must correspond to the list of IHP Participants for purposes of quality measurement (Attachment B-2, Quality and Patient Experience Measures).

1.5 Description of the IHP’s Shared Governance System as required under section 2.2 of the Contract:

(A) The IHP’s Shared Governance System includes the following groups of providers and suppliers as listed in Minnesota Statutes, 256B.0755, subd. 1 (d).

Professionals in group practice arrangements;

Networks of individual practices of professionals;

Partnerships or joint venture arrangements between hospitals and health care professionals;

Hospitals employing professionals; or

Other groups of providers of services and suppliers.

(B) IHP contracts with a managed care plan or a county-based purchasing plan to provide administrative services:

- Yes No

(C) List of Members of the IHP's Governing Body

Name:	Title:	Expertise	Patient Representative? Y/N	Consumer Advocate? Y/N

1.6 Guaranteeing entity for this Contract to make a Final Payment of Shared Losses is:

1.7 Insurance as required in section 2.9 of the Contract:

- The IHP has in force a commercial general liability policy with a minimum amount of \$2,000,000 per occurrence and \$2,000,000 annual aggregate; or
- The IHP maintains a program of self-insurance.

1.8 The IHP's authorized representative as required in section 6.2 of the Contract:

(The remainder of this page is intentionally left blank.)

Article. 2 [IF TRACK 2] IHP Financial Settlement Information. IHP performance will be measured against a Total Cost of Care target, derived from the IHP’s historical performance and adjusted for changes in population risk and expected trend. If the performance threshold in section 2.5 is met, all Shared Savings or Shared Losses will be shared (i.e., first dollar) based upon the agreed-upon distribution between DHS and IHP described in Section 3.1, subject to reductions determined by Attachment B-2, Quality and Patient Experience Measures.

2.2 Definitions.

- (A) Capitalized terms in this Attachment take the same meanings as in the Contract.
- (B) “Base Period” means the period covering dates of service beginning January 1, 2017 and ending December 31, 2017.
- (C) “Performance Period 1” means the period covering dates of service beginning January 1, 2018 and ending December 31, 2018.
- (D) “Performance Period 2” means the period covering dates of service beginning January 1, 2019 and ending December 31, 2019.
- (E) “Performance Period 3” means the period covering dates of service beginning January 1, 2020 and ending December 31, 2020.
- (F) “Caps” or “Cap” means thresholds to adjust the PMPM results for “catastrophic cases”.

2.3 Total Cost of Care (TCOC) Performance Assessment Process. Because the Attributed Population will change from the Base Period to the Performance Period(s), the STATE will adjust the Total Cost of Care target for changes in the Attributed Population and illness burden (i.e., population risk score).

2.3.1 Base Period.

- (A) Base Period Attributed Population: DHS will attribute patients to an IHP using retrospective claims and MCO encounter data available to DHS consistent with Attachment A, Patient Attribution Method, Provider Taxonomy, and Services Provided.
- (B) Base Period Total Cost of Care (Base TCOC):
 - (1) DHS will calculate the retrospective per patient per month (PMPM) TCOC for the Base Period Attributed Population.
 - (2) The Base TCOC will be based on the core services outlined in Attachment A, Section 4, Core Services. The services included in the TCOC may not change except under a contract amendment.
 - (3) Claim costs for an Attributed Patient that fall outside of Caps in 2.2(F) above will be capped to adjust the PMPM results for catastrophic cases.

(C) Base Period Risk Score:

(1) Based on the services included in the Base TCOC, a risk score will be developed for the Attributed Population to reflect the relative risk of the population.

(2) DHS will use the ACG[®] risk adjustment tool and develop category-specific risk weights based on the aggregate claims experience of the MHCP population who are eligible for attribution. In addition to developing weights based exclusively on the services included in the Base TCOC, the weights will be developed using the claim Caps to adjust the weights and reduce the impact of catastrophic cases.

(D) Expected Trend:

(1) DHS will develop an expected trend rate for the Total Cost of Care based on the same unit cost and utilization trend rates used to develop the annual expected cost increases for the aggregate MHCP population.

(2) Appropriate adjustments will be made for services excluded from the Base TCOC or other factors that are applicable to the Total Cost of Care and goals of the program.

(E) Total Cost of Care Target (TCOC Target): The TCOC Target PMPM for the Performance Period will be developed based on the Base TCOC and the expected trend.

2.3.2 Performance Period.

(A) Performance Period Total Cost of Care (Performance TCOC):

(1) At the end of a Performance Period, DHS will calculate the Performance Period TCOC PMPM for the Performance Period Attributed Population.

(2) Claim costs for an Attributed Patient that fall outside of Caps in 2.2(F) above will be capped to adjust the PMPM results for catastrophic cases.

(B) Performance Period Risk Score: Based on the services included in the Total Cost of Care, a risk score will be developed for the Performance Period Attributed Population to reflect their relative risk. The risk weights will be based on the aggregate MHCP population's claims experience, based exclusively on the services included in the Total Cost of Care, and developed using the claim Caps in 2.2(F) above to adjust the weights for catastrophic cases.

(C) Adjusted Total Cost of Care Target (Adj. TCOC Target):

(1) The Target TCOC will be adjusted based on the increase or decrease in the risk of the Attributed Populations (i.e., the change in the population risk from the Base Period to the Performance Period).

(2) The Adjusted TCOC Target will be compared to the Performance Period TCOC for purposes of determining the performance results and the basis for any financial settlement.

2.4 Settlement Timing and Information.

(A) Each performance period will result in the calculation of Interim Payment and Final Payment by the STATE for purposes of integrating sufficient Claims Runout information into the final Shared Savings and Shared Losses calculation. The Interim Payment will be calculated within five (5) months from the end of the Performance Period using up to three (3) months of Claims Run-out. The Final Payment will be calculated within seventeen (17) months of the end of the Performance Period using a minimum of twelve (12) months of Claims Run-out.

(B) The Interim Payment will be calculated no later than five (5) months following the end of the Performance Period based on:

(1) The final Base Period TCOC based on the claims incurred during the Base Period by the Attributed Population in the final Base Period Attributed Population.

(2) The interim Performance Period TCOC based on the claims incurred during the Performance Period by the Attributed Population in the interim Performance Period Attributed Population.

(3) The change in risk between the final Base Period Risk Score for the Attributed Population in the final Base Period Attributed Population and the interim Performance Period Risk Score for the Attributed Population in the interim Performance Period Attributed Population.

(4) The Base Period TCOC will be adjusted for trend and the change in the Base Period Risk Score and the Performance Period Risk Score to develop the interim Adjusted Target. The interim Adjusted Target will be compared to the interim Performance Period TCOC for purposes of calculating the settlement amount.

(C) The Final Payment will be calculated no later than seventeen (17) months following the end of the performance period based on:

(1) The final Base Period TCOC based on the claims incurred during the Base Period by the Attributed Population in the final Base Period Attributed Population.

(2) The final Performance Period TCOC based on the claims incurred during the Performance Period by the Attributed Population in the final Performance Period Attributed Population.

(3) The change in risk between the final Base Period Risk Score for the Attributed Population in the final Base Period Attributed Population and the final Performance Period Risk Score for the Attributed Population in the final Performance Period Attributed Population.

(4) The Base Period TCOC will be adjusted for trend and the change in the Base Period Risk Score and the Performance Period Risk Score to develop the Final Adjusted Target. The Final Adjusted Target will be compared to the final Performance Period TCOC for purposes of calculating the Final Payment.

2.5 Performance Thresholds. A two percent (2%) minimum performance threshold must be met prior to any Shared Savings or Shared Losses. The Performance TCOC must be above 102% or below 98% of the Adjusted TCOC Target for Shared Losses or Shared Savings payments to occur.

3.1 Amount and Distribution of Assumed Risk. This section includes the amount and distribution of the Shared Savings and Shared Losses in each of the three years of the demonstration.

3.3 IHP Shared Savings and Losses. The IHP may counter-propose the amount of Shared Savings and Shared Losses (i.e. savings achieved, meeting the two percent (2%) minimum performance threshold). IHP must provide such counter-proposal, if any, to the STATE at least one hundred and twenty (120) days before renewal of the Contract according to section 5.2 Automatic Renewal. In the absence of a counter-proposal, the table in 3.3.1(B) below shall govern for the subsequent Performance Period.

3.3.1 The Parties agree that the amount of Shared Savings and Shared Losses will be as follows:

(A) **Actual Performance Period 1 and Proposed Performance Periods 2 and 3:** IHP must meet the two percent (2%) minimum performance threshold in order to receive any Shared Savings or incur payments for Shared Losses. IHP assumes two-way risk with symmetrical risk sharing thresholds and percentages.

(B) **Summary Table.** The table below includes the actual and proposed three-year risk sharing agreement for IHP.

Threshold	Performance Period 1		Performance Period 2		Performance Period 3	
	% of Adj. Target TCOC	IHP/DHS Distribution	% of Adj. Target TCOC	IHP/DHS Distribution	% of Adj. Target TCOC	IHP/DHS Distribution
1						
2						
3						
4						
5						
6						
7						

3.4 Claims Cap. The IHP has elected a claims Cap of \$50,000/\$100,000/\$200,000 maximum annual claims per Patient under section 3.2 (F).

ATTACHMENT B-2: IHP-SPECIFIC QUALITY AND PATIENT EXPERIENCE MEASURES.

1.1 Summary. This document further describes the STATE’s method of measuring quality and patient experience among [NAME OF IHP] (IHP) Attributed Patients. **Definitions.**

(B) Capitalized terms in this Attachment take the same meanings as in the Contract.

(C) “Absolute Improvement” is defined as the change in performance from Baseline to follow-up.

(D) “Baseline” means the Quality Measurement Period for the prior Performance Period (e.g., the Quality Measurement Periods for Performance Period 1 are the Baseline for the Quality Measurement Periods for Performance Period 2).

(E) “MNCM” means Minnesota Community Measurement.

(F) “Relative Improvement” is defined as Absolute Improvement divided by the Baseline measurement.

(G) “Total Population” and “Sample” refer to use by MDH or the respective measure specification organization.

(Remainder of page intentionally left blank)

1.3 Measures: For the demonstration Performance Periods, the following measures will be used:

1.3.3. Effect on Shared Savings Payments in Demonstration Performance Periods.

Quality and patient experience measures will affect the IHP's portion of the Shared Savings. The amount of the Final Payment that would otherwise be available pursuant to section 4.2 (B) of the Contract shall be modified. The measure results will have a fifty percent (50%) effect on the payment (if any) of Shared Savings; that is, 50% of the dollar amount saved in the Total Cost of Care calculation in Attachment B-1, Article 2 "Settlement Process," shall be multiplied by the overall quality score calculated in section 1.5 below. The remainder of the available Shared Savings Final Payments shall not be reduced by the effect of the quality and patient experience scores.

1.4 Calculation of Measures for the Overall Quality Score.

1.5 Cumulative Calculation Methods.

1.5.1 Awarding of Points

(A) Reporting. For Performance Period 1, the IHP shall be awarded two (2) points for each measure listed in section 1.3. For each measure, the two (2) points shall be reducible by the percent of IHP Participants not reporting the quality measure in the manner specified in section 1.3.

(B) Aggregating clinic-level results and hospital-level results. An IHP quality measure result will be determined for each quality measure by summing the numerators and denominators of multiple clinic-level results or hospital-level results, as applicable.

(C) Performance. Beginning with Performance Period 2, the IHP rate for each measure listed in section 1.3 shall be assessed for both achievement and improvement and the score for each measure will be the greater of the achievement or improvement score as defined below. For each measure, the points awarded shall be reducible by the percent of IHP Participants not reporting the quality measure in the manner specified in section 1.3.

(1) Achievement. Each measure shall be assessed against a defined minimum attainment threshold and an upper threshold. For each measure that meets or exceeds the upper threshold, two (2) points shall be awarded. For each measure that is below the minimum attainment threshold, zero (0) points shall be awarded. For each measure that meets or exceeds

the minimum attainment threshold and is below the upper threshold, between one (1) and two (2) points shall be awarded, according to the following ranges:

Percentile	Points Awarded
30 th - < 40 th	1.0
40 th - < 50 th	1.2
50 th - < 60 th	1.4
60 th - < 70 th	1.6
70 th - < 80 th	1.8

The STATE will notify IHP, before the beginning of the Performance Period, by publishing on the DHS public website the minimum attainment and upper preliminary thresholds. The STATE will notify the IHP of final thresholds upon calculation using the data based on the most recent Quality Measurement Period.

(2) Improvement.

(a) Each measure shall be assessed against a baseline rate. For each measure that has a ten percent (10%) or more relative improvement compared to the baseline rate, the IHP shall be awarded two (2) points. For each measure that has less than a five percent (5%) relative improvement compared to the baseline rate, the IHP shall be awarded zero (0) points. For each measure that has five percent (5%) or more and less than ten percent (10%) Relative Improvement compared to the Baseline rate, between one (1) and two (2) points shall be awarded according to the following ranges:

Percent (%) Relative Improvement	Points Awarded
5% - < 6%	1.0
6% - < 7%	1.2
7% - < 8%	1.4
8% - < 9%	1.6
9% - < 10%	1.8

Example calculation:

Performance Period 1 (Baseline) rate = 25%

Performance Period 2 rate achieved = 28%

(28% - 25% = 3% Absolute Improvement; 3% ÷ 25% = 12% Relative Improvement)

Improvement points earned for measure = 2 points

(b) If a measure specification changes in a way that would make a year-to-year comparison statistically invalid, such as a change in the clinical target value (for example, most recent HbA1c value changes from <8.0 to <7.0 for the Optimal Diabetes Care Measure from one measurement period to the next) awarding points based on improvement will not be available for that measure.

(D) For all Performance Periods, the total points earned by IHP in each measure category shall be summed and divided by the total points available for that category to produce a category score of the percentage of points earned versus points available for the Performance Period. The points score shall be converted to an overall quality score, considering the weights listed below and in section 1.4.1 above.

1.5.2 Table of measures, points and weights.

Domain	Key Elements	Weights
Care Quality	Prevention & Screening	70%
	Effectiveness of Care for at Risk Populations	
	Behavioral Health	
	Access to Care	
	Patient-centered Care	
	Patient Safety	
Health Information Technology	Meaningful Use of Electronic Health Records (EHR) Technology	20%
Pilot measures	For example: Patient Engagement, Care Coordination, Opioid Use, Specialty measures.	10%

1.5.3 IHP Participants for purposes of quality measurement.

(A) As defined in Article 1(10) of the Contract, the list of IHP Participants and corresponding clinic quality information is included in the following table for the purposes of quality measurement. This list must correspond with the list of IHP Participants in Attachment B-1, Section 1.3 (List of IHP Participants).

(B) Minnesota Community Measurement (MNCM) ID is listed when IHP Participant is a clinic and Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) ID is listed when IHP Participant is a hospital. Specialty information is included here to facilitate settlements. The specialty information in the Minnesota Department of Health (MDH) registry of clinics for the appropriate performance year will be the specialty used in the quality analysis that settlement year.