



**Iowa Department of Human Services**  
**Iowa Medicaid Accountable**  
**Care Organization (“ACO”) Agreement**  
**DRAFT 02/12/2014**

This Agreement is entered into by the following parties:

<b>Agency of the State (hereafter “Agency”)</b>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 100 Army Post Rd Des Moines, IA 50315 <b>Phone: 515-256-4609</b>	

<b>Accountable Care Organization : (hereafter “ACO”)</b>	
<b>Legal Name:</b>	<b>ACO’s Principal Address:</b>
<b>Tax ID #:</b>	<b>Organized under the laws of:</b>
<b>ACO Agreement Manager</b> <b>Name/Address (“Notice Address”):</b>  <b>Phone:</b> <b>E-Mail:</b>	<b>ACO Billing Contact Name/Address:</b>  <b>Phone:</b>

<b>Agreement Information</b>	
<b>Start Date:</b>	<b>End Date:</b> 12/31/2016
<b>ACO Provider a Business Associate? Yes</b>	<b>Agreement Payments include Federal Funds? Yes</b>
<b>Agreement Include Sharing SSA Data? No</b>	<b>ACO a Qualified Service Organization? Yes</b>

<b>Agreement Execution</b>
----------------------------

This Agreement consists of the above information and the terms set forth below. In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

<b>ACO</b>	<b>Agency, Iowa Department of Human Services</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Director
Date:	Date:

**1.1 Agreement Purpose.**

1.1.1 This Agreement is between the State of Iowa, Department of Human Services, (the “Agency”) and the Accountable Care Organization (“ACO”). The operations management responsibility for the Iowa Medicaid Program is through the Iowa Medicaid Enterprise (the “IME”), a business unit of the Agency.

1.1.2 This Agreement outlines the duties and responsibilities of the parties and shall continue in force until amended by the Agency pursuant to section 1.4.9.3 or terminated by either party pursuant to section 1.4.8. It is the intent of the parties to use this contractual arrangement to gather the necessary claim information to provide a framework for future programs pursuant to the State Innovation Model.

1.1.3 The Agency establishes agreements with ACOs to provide integrated and accountable care, improve health outcomes, and enhance patient access for Iowa Wellness Plan members. Iowa Wellness Plan members may select or be attributed by the State to a Patient Manager (“PM”) that is part of an ACO or to one not part of an ACO.

1.1.4 The Iowa Wellness Plan is a public insurance program implemented in accordance with the Patient Protection and Affordable Care Act (“ACA”) and Iowa Code Chapter 249N and is subject to the provisions of the Iowa Administrative Code.

1.1.5 The ACOs shall, consistent with the Agency’s expectations, provide supports to members that will ultimately provide better health outcomes and lower expenditures for Iowa Medicaid. The ACOs shall facilitate and support practices in:

- 1.1.5.1 Embedding population health management into their workflow and demonstrate the use of data to drive quality improvements;4
- 1.1.5.2 Using evidenced-based guidelines to improve quality and consistently among providers;

- 1.1.5.3 Focusing on communication and coordination between referring providers to ensure comprehensive patient-centered care;
- 1.1.5.4 Engaging members in their own care plans;
- 1.1.5.5 Having an ongoing performance measurement system in place that allows the practice to measure current performance to evidence-based guidelines; and
- 1.1.5.6 Identifying gaps in care delivered compared to clinical guidelines and deploy interventions designed to increase guideline compliance.

## 1.2 Definitions

The following definitions apply to this ACO Agreement.

**Healthy Behaviors** – A program offered to an Iowa Wellness Plan member that provides incentives to complete activities identified as healthy behaviors.

**Patient manager (“PM”)** – A provider who has signed both an Iowa Wellness Provider Agreement (form 470-5177) and a Medicaid Provider Agreement (form 470-2965).

**Performance Year** – The year described in the Value Index Score Medical Home Bonus Document that represents the period in which the ACO is being measured for quality bonus payments.

**Recalibration** – An activity done by the IME to establish the VIS baseline and/or the VIS performance results, as needed, in an effort to ensure accuracy.

**Value Index Score (“VIS”) Medical Home Bonus Document** – A document that is developed and maintained by the Agency that describes the methodology in which the VIS Medical Home Bonus payments are made at <http://www.ime.state.ia.us/iowa-health-and-wellness-plan.html>. The VIS Medical Home Bonus Document is incorporated in this Agreement by reference. See also Section 1.6.

## 1.3 Performance Targets and Payments

1.3.1 The ACO will receive bonus payments according to the performance targets and methodology detailed in the VIS Medical Home Bonus Document.

1.3.2 If the ACO qualifies, the Agency will pay the ACO three (3) bonus payments according to the provisions and the details outlined in this Agreement and the VIS Medical Home Bonus Document. The Agency will pay the ACO all bonus dollars for which its PMs are eligible. The three (3) bonuses are as follows:

- 1.3.2.1 A Physical Exam Bonus if at least 50 percent of members who have been attributed to the PM for at least six (6) months have received a physical exam during the Performance Year. The Physical Exam Bonus will be \$10.00 Per Member Per Year that received the physical exam.
- 1.3.2.2 A VIS Medical Home Bonus Per Member Per Month (“PMPM”) based on a quarterly evaluation of performance in meeting measures aligned with core attributes of good primary care. These measures are: (1) person-focused care; (2)

first contact with the health care system; (3) comprehensive, coordinated care, and (4) transfer of information.

1.3.2.2.1 Performance year one, January 1, 2014 through December 31, 2014: A lump sum quarterly medical home bonus no greater than \$4.00 PMPM consistent with the methodology set forth in the VIS Medical Home Bonus Document for each Iowa Wellness Plan member attributed to the ACO.

1.3.2.2.2 Performance year two (and beyond), beginning January 1, 2015: A lump sum quarterly medical home bonus no greater than \$5.00 PMPM consistent with the methodology set forth in the VIS Medical Home Bonus Document for each Iowa Wellness Plan member attributed to the ACO.

1.3.2.3 An ACO incentive of \$4.00 PMPM will be paid monthly upon the effective date of this agreement for complying with the following incentive requirements:

1.3.2.3.1 Comply with NCQA PCMH 20122 Standards for After Hours care as described in section 1.4.4.6.1 within at least 6 months of signing this Agreement.

1.3.2.3.2 Support members in adopting healthy behaviors as described in section 1.4.3.2.

1.3.3 If the ACO does not meet the requirements outlined in 1.3.2.3 and further described in 1.7.1, the ACO shall pay back the ACO incentive received in the performance year pursuant to 1.3.2.3.

1.3.4 The ACO shall be solely responsible for receiving any bonus payment made by the Agency under this Agreement. The Agency will not make any bonus payments to any ACO PMs. The ACO shall be solely responsible for determining the distribution methodology of such payments and for ensuring the distribution of any payments.

1.3.5 All payments described in this section are in addition to the standard Iowa Medicaid payment rates provided to Iowa Medicaid providers.

## 1.4 Scope of Work

### 1.4.1 Deliverables, Performance Measures, and Monitoring Activities.

1.4.1.1 **General.** By signing this Agreement, the ACO stipulates that it has reviewed the Iowa Wellness Plan 1115 Demonstration Waiver Special Terms and Conditions posted at <http://www.ime.state.ia.us/iowa-health-and-wellness-plan.html> and shall comply with the Agency in every effort to meet the Special Terms and Conditions.

The ACO shall at all relevant times be an active Iowa Medicaid provider and be subject to the terms of the Medicaid Provider Agreement, which is incorporated herein by reference.

The ACO shall demonstrate an integrated delivery system and share clinical information in a timely manner.

The ACO shall incorporate the medical home as defined and specified in chapter 135, division XXII, as a foundation and shall emphasize whole-person orientation and coordination and integration of both clinical services and nonclinical community and social supports that address social determinants of health.

The ACO shall ensure the coordination and management of the health of attributed members, to produce quality health care outcomes, and to control overall cost.

The ACO shall comply at all times with plans submitted to the Agency.

- 1.4.1.2 **ACO Agreements.** The ACO shall advise its PMs in writing regarding the ACO's obligations under this Agreement. The ACO shall enter into written agreements or contracts with the PMs under which they (a) agree to comply with the terms imposed on the ACO under this Agreement, and (b) attest to understanding that the Agency will provide the ACO with claims information that relates to services the PMs provide to members. The ACO shall execute and deliver to the Agency annual certification of its compliance with this Section 1.4. and shall attest to the fact that the PMs are agreeing to these terms.
- 1.4.1.3 **ACO Communication of Obligations.** Upon notice from the Agency of any amendments, changes or terminations to this Agreement, the ACO shall inform its PMs of the content of the notice. The Agency may provide the notice and information directly to the PMs. The ACO shall require its PMs to agree that the notice from the Agency to the ACO is deemed to be notice from the Agency to each of the ACO's PMs.
- 1.4.1.4 **Maintenance of Participating Provider Agreement.** During the period that this Agreement is effective, each PM covered by both an Iowa Wellness Provider Agreement and a Medicaid Provider Agreement shall not be in breach or in default thereunder. The State will remove the non-compliant PM from the performance measures effective the date of such noncompliance.
- 1.4.1.5 **Tax IDs.** The ACO shall provide to the Agency the list of provider tax IDs subject to this ACO Agreement and shall include tax IDs of all PMs attributed to the ACO. The ACO shall update the list within thirty (30) days of any tax ID changes.
- 1.4.1.6 **Governance Structure.** Within six months of the effective date of this Agreement, the ACO shall have an established governing body with responsibility for setting policy, developing and implementing a model of care, establishing best practices, setting and monitoring quality goals, assessing PM performance, and addressing deficiencies. The ACO shall demonstrate meaningful involvement of a Chief Medical Officer and PMs in the governance structure.
- 1.4.1.7 **Consumer Advisory Board.** With six months of the effective date of this Agreement, the ACO shall have a consumer advisory board that meets regularly and advises on ACO policies and programs including cultural competency, outreach plans, member education materials, prevention programs, member satisfaction surveys, and quality improvement programs.

1.4.1.8 **Health Information Technology.** The ACO shall use secure means to pass clinical information to its PMs to aggregate and analyze data to coordinate care. The ACO must have technology to support care management, data reporting functionality, and quality improvement. The ACO shall have a current Iowa Health Information Network (“IHIN”) Participation Agreement and shall utilize both Direct Messaging and query capabilities as available. The ACO shall work with the Agency to use IHIN capabilities to regularly exchange Admission Discharge Transfer (“ADT”) data no later than July 1, 2015. The ACO shall conduct these functions in a HIPAA-compliant manner.

#### **1.4.2 Personnel**

1.4.2.1 The ACO shall designate at least one (1) individual within its organization to serve as a liaison between the ACO and the Agency for the purposes of this Agreement. The ACO shall inform the Agency in advance of changes in such designation.

1.4.2.2 The ACO shall have a Chief Medical Officer that shall be a physician and shall be responsible for the implementation of all clinical and/or medical programs implemented by the ACO as well as overseeing the development and implementation of the model of care for the integrated delivery system.

#### **1.4.3 Client Contact and Engagement**

1.4.3.1 The ACO shall promote member education and informed decision-making regarding healthy lifestyle choices, medical treatment and all aspects of the member’s own health care. This education shall include an overview of the Iowa Wellness Plan, including but not limited to education about premiums for which the Member might be responsible. In addition, the member education shall include information regarding how the member can navigate services within the Iowa Wellness Plan. The ACO shall also encourage members attributed to its PMs to receive preventive services and to partake of other activities that will permit the member to receive incentive payments in their Healthy Behaviors. The ACO’s strategies to this education and informed decision-making shall include but are not limited to:

1.4.3.1.1 A comprehensive approach to promoting healthy behavior that takes into consideration factors that affect healthy behavior, such as community and cultural practices and standards, daily work and life opportunities and limitations, and member awareness of how behavior affects health. This approach may include clinical, personal, and community-based strategies. The ACO is encouraged to develop relationships with dental providers and non-medical personnel to support this education and engagement;

1.4.3.1.2 Use of motivational interviewing to create member-centered, directive methods for increasing the member's intrinsic motivation to change behavior.

1.4.3.1.3 Use of member decision aids;

- 1.4.3.1.4 Provision of community health education, either provided by the ACO or provided in partnership with existing community of health educators, to help members make lifestyle choices that lead to better health; and
- 1.4.3.2 ACOs shall ensure, at a minimum, 50 percent of attributed Iowa Wellness Plan members complete the Healthy Behaviors each year. The ACO shall submit to the Agency a Healthy Behaviors plan describing its approach promoting healthy behaviors and reaching the 50 percent threshold of healthy behaviors required each Performance Year.
- 1.4.3.3 The ACO shall develop member educational material in collaboration with the Agency. The Agency reserves the right to review and approve all member education material developed by the ACO.
- 1.4.3.4 The ACO shall require that all of its PMs obtain from all attributed members any consents and authorizations necessary to comply with applicable law in order that the ACO may access reports and other member information as part of the ACO Program.

#### **1.4.4 Network Strategy and Management**

- 1.4.4.1 **PM Requirements.** The ACO shall have adequate PMs to serve its assigned number of members.
- 1.4.4.2 **Member Attribution.** The Agency will attribute Iowa Wellness Plan members to PMs according to the Iowa Wellness Provider Agreement.
  - 1.4.4.2.1 The ACO shall agree to serve at least 7,500 Iowa Wellness Plan members attributed by the Agency.
  - 1.4.4.2.2 The enrollment minimum may be waived in extraordinary circumstances if requested by the ACO. The decision to lower the limit will be made on an individual basis and will be solely at the discretion of the Agency.
  - 1.4.4.2.3 Based on market demand as identified by the Agency, the ACO shall provide capacity to serve no less than an additional 5,000 Iowa Wellness Plan members during the second year of this Agreement and maintain that capacity thereafter.
- 1.4.4.3 **Exclusivity of Provider Tax IDs** For purposes of ensuring the accuracy of attribution and results of Performance Measures, the ACO shall ensure that all participating provider tax IDs are exclusive to this Agreement. The ACO shall promptly (within two (2) business days) notify the Agency in the event that a provider tax ID is no longer participating in the ACO. In the event the Agency becomes aware that a provider tax ID is no longer participating in the ACO or is seeking to participate in more than one ACO that has a signed ACO Agreement with the Agency, the Agency will promptly notify both ACOs. The ACOs involved shall resolve any issues. In the event the issue cannot be resolved within thirty (30) days of any notice provided pursuant to this Section, the Agency will

determine, in its discretion, which ACO shall include the ACO provider tax ID and shall provide notice to the ACOs in question of such determination.

- 1.4.4.4 **Changes in ACO Providers.** The ACO may add PMs at any time except that new PMs entering the identified provider tax IDs are subject to the bonus payment methodology detailed in the VIS Medical Home Bonus Document.
- 1.4.4.5 **Recalibration.** If there is an event that permits Recalibration as defined in the Value Index Score Medical Home Bonus Document, the Agency may, upon request by the ACO, perform an analysis of whether Recalibration should occur. The Agency may also initiate a Recalibration and will notify the ACO prior to such action. Recalibration will be performed at the Agency's discretion.
- 1.4.4.6 **Extended Hours.** The ACO shall ensure its PMs provide for extended hours on evenings and weekends for member appointments.
  - 1.4.4.6.1 The ACO shall determine the appropriate requirements for the number of extended hours and weekend availability based on the needs of its service area. As part of the Healthy Behaviors plan, the ACO shall describe approach to achieve extended hours requirements to the Agency for review. At a minimum, all Iowa Wellness Plan members attributed to the ACO must live within 30 miles of a county that has at least one Iowa Wellness Plan PM that satisfies three of the five NCQA PCMH 2011 Standards for after-hours access listed below. Standard 1.4.4.6.1.3 is required to be one of the three standards that are satisfied.
    - 1.4.4.6.1.1 Providing access to routine and urgent-care appointments outside regular business hours.
    - 1.4.4.6.1.2 Providing continuity of medical record information for care and advice when the office is not open.
    - 1.4.4.6.1.3 Providing timely clinical advice by telephone when the office is not open (critical factor).
    - 1.4.4.6.1.4 Providing timely clinical advice using a secure, interactive electronic system when the office is not open.
    - 1.4.4.6.1.5 Documenting after-hours clinical advice in patient records.
  - 1.4.4.6.2 The ACO shall provide for or arrange twenty-four-hour-per-day, seven-day-per-week provider availability to enrolled Iowa Wellness Plan members.
- 1.4.4.7 The ACO shall coordinate care for members to specialists and other Medicaid providers without compromising the member's health or quality of care.
- 1.4.4.8 The ACO shall develop relationships with providers that are not ACO PMs and with community resources in the ACO service area. The ACO shall document

relationships with those providers and community resources and provide documentation to the Agency upon request.

- 1.4.4.9 The ACO shall establish and follow a communication plan that will promote communication between the ACO, the PMs, the managed behavioral health organization, and other community resources.

#### **1.4.5 Support to PMs**

- 1.4.5.1 The ACO shall provide support to PMs in meeting Iowa Wellness Plan requirements and shall provide support and training in approaches to engaging members, to encouraging them to receive preventive care, and to participating in their own health and health care. As part of the Healthy Behaviors plan, the ACO shall describe its approach to member engagement. The member engagement approach shall articulate the ACOs responsibilities and the PMs roles and responsibilities in engaging members.
- 1.4.5.2 The ACO shall have an internet-accessible website that contains a network directory listing of PMs, a provider page or section that contains a description of the support the ACO offers to providers, an online library of available tools, screenings and clinical guidelines, as well as other practice improvement activities, templates, and trainings.
- 1.4.5.3 The ACO shall share with its PMs the data reports and systems provided by the Agency and explain the practical uses of the available reports.

#### **1.4.6 Medical Management and Care Coordination**

- 1.4.6.1 The ACO shall ensure the performance of the functions related to outcomes and performance improvement management, medical management, care coordination activities, communications management, provider relations, and network management.
  - 1.4.6.1.1 The ACO shall have a plan for coordinating behavioral health and physical health services and a plan for coordinating and partnering with community-based organizations to further PM outreach capabilities. As part of the Healthy Behaviors plan, the ACO shall describe its approach to meeting these coordination requirements.
  - 1.4.6.1.2 **Care Model.** The ACO shall establish a model of care agreed to and implemented by all of its PMs. The model of care shall meet standards that assure quality, improve the health of the population and, over time, reduce overall cost. The Agency reserves the right to review and approve policies and procedures for all aspects of an ACO's model of care.
  - 1.4.6.1.3 The ACO shall provide care coordination for its members. The care coordination shall be provided in an efficient and responsible manner and shall provide the necessary information for the members to achieve their desired health outcomes. The ACO may allow its PMs to perform some or all of the care coordination

activities, but the ACO shall be responsible for the ultimate delivery of care coordination services. Regardless of the responsible party, the ACO shall:

1.4.6.1.3.1 Determine if the providers involved in each member's care are providing necessary care coordination services, as well as the sufficiency of services provided;

1.4.6.1.3.2 Ensure that PMs who are responsible for the member's care develop a plan for regular communication with the person(s) who are responsible for the member's care coordination;

1.4.6.1.3.3 Report data to the Agency for the purpose of tracking the member's completion of Healthy Behavior activity as directed by the Agency;

1.4.6.1.3.4 Obtain Agency approval of a set of data elements and processes in which to periodically report Healthy Behaviors data to the Agency;

1.4.6.1.3.5 Direct members to both medical services and to non-medical, community-based services, such as food assistance, housing, and utilities assistance;

1.4.6.1.3.6 Provide assistance during care transitions from one setting to another, such as from hospitals to other care institutions or home and community-based settings;

1.4.6.1.3.7 Respond to and resolve grievances, which includes the documentation and tracking of both the grievance and the resolution;

1.4.6.1.3.8 Follow-up with the member to assess whether the member has received needed services and whether the member is on track to reach their desired health outcomes;

1.4.6.1.3.9 Ensure services are provided in a client/family centered manner, meaning that members, and their families if applicable, are active participants in their care to the extent they are willing and able;

1.4.6.1.3.10 Provide services and care to the member in a linguistically- and culturally-appropriate manner that is consistent with the member's cultural beliefs and values;

1.4.6.1.3.11 Be comprehensive and focus on ensuring that physical, behavioral, social and other services are continuous and comprehensive, and that the service providers communicate with one another;

1.4.6.1.3.12 Provide a primary contact for the member, whether a team approach is utilized or not; and

1.4.6.1.3.13 Provide ongoing training and support of PMs participating in the care coordination.

#### **1.4.7 Agency Responsibilities and Monitoring**

1.4.7.1 The Agency will:

1.4.7.1.1 Provide the ACO with periodic cost and utilization reports to enhance health care management and coordination that will support member education efforts, and allow PMs to compare peer utilization levels.

1.4.7.1.2 Utilize its managed health care advisory committee to examine peer utilization and establish standards for acceptable levels of utilization, consult and make recommendations for action on quality of care issues, and make recommendations for corrective action measures to take with PMs when utilization of quality of care deficiencies are identified.

1.4.7.1.3 Ensure that enrollments, disenrollments, requests for exception to policy, appeals, and access to the state's fair hearing system are in compliance with state and federal laws and regulations.

1.4.7.1.4 Establish protocols for (1) PMs to use in authorization of medical services in routine, urgent, and emergent situations, (2) reviewing and acting upon utilization review reports, and (3) other procedures necessary for the administration of the Iowa Wellness Plan. These protocols will be created in cooperation with the managed health care advisory committee and will be published in the form of an Agency provider manual.

1.4.7.1.5 Provide tools and reports of the Iowa Wellness Plan members attributed to the PMs within the ACO. The information available in the tools and reports shall be in form and content acceptable to the Agency, including without limitation, the data elements available through the tools and reports. The Agency will periodically seek input from the ACO as to expanded content of the tools and reports.

1.4.7.1.6 Provide PMs with a monthly report of Iowa Wellness Plan members attributed to them.

1.4.7.1.7 Provide the ACO with a monthly report of all Iowa Wellness Plan members attributed to the PMs within the ACO.

1.4.7.1.8 Provide PMs and ACOs with dashboard reports via Treo Solutions VIS measurements. These will be updated monthly.

1.4.7.2 **Agency Monitoring Clause.** The Agency's Agreement manager or designee will:

- 1.4.7.2.1 Verify member counts and supporting documentation prior to payment;
  - 1.4.7.2.2 Determine compliance with general Agreement terms, conditions, and requirements;
  - 1.4.7.2.3 Review all plans and reports as required from the ACO;
  - 1.4.7.2.4 Conduct random and secret shopper calls to assess 24-hour access for members and average wait time for scheduling appointments; and
  - 1.4.7.2.5 Assess compliance with deliverables, performance measures, or other associated requirements in accordance with the monitoring activities as set forth in this Agreement.
  - 1.4.7.2.6 The Agency reserves the right to deny approval of submitted plans.
- 1.4.7.3 **Agency Review Clause.** The Agreement manager or designee will use the results of monitoring activities and other relevant data to assess the ACO's overall performance and compliance with the Agreement. At a minimum, the Agency will conduct an annual review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the ACO to provide additional data in relation to the performance and compliance with this Agreement, may perform on-site reviews, and may consider information from other sources.
- 1.4.7.3.1 The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Agreement, achievement of the performance measures, and any concerns identified through the Agreement monitoring activities.
  - 1.4.7.3.2 **Problem Reporting.** As stipulated by the Agency, the ACO and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Agreement performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Agency has final authority to approve problem-resolution activities.
  - 1.4.7.3.3 The Agency's acceptance of a problem report shall not relieve the ACO of any obligation under this Agreement or waive any other remedy.

1.4.7.3.4 **Addressing Deficiencies.** To the extent that deficiencies are identified in the ACO's performance and notwithstanding other remedies available under this Agreement, the Agency may require the ACO to develop and comply with a plan acceptable to the Agency to resolve the deficiencies.

#### 1.4.8 Notice and Termination

1.4.8.1 The ACO shall notify the Agency within thirty days of any change in licensure, address, practice, or any other factor that may impact participation in the Iowa Wellness Plan ACO program.

1.4.8.2 This Agreement is binding until such time as the Iowa Wellness Plan federal waiver expires or is terminated, excluding any extensions of the waiver. In addition, the Agreement may be terminated in accordance with the following provisions:

1.4.8.2.1 Either party may terminate the Agreement by providing the other party with written notice sixty (60) days in advance of the desired date of termination;

1.4.8.2.2 This Agreement may be terminated immediately if the Agency has imposed any sanction on the ACO under 441 Iowa Admin. Code section 79.2 or the Agency determines that the ACO has failed to carry out the substantive terms of this Agreement; and

1.4.8.2.3 The Agreement shall automatically terminate upon bankruptcy, dissolution or sale of the ACO.

1.4.8.3 This Agreement is not transferrable.

1.4.8.4 Upon termination of this Agreement by either party, the Agency shall honor payments to the ACOs as described in section 1.3 Performance Targets and Payments of this Agreement, only when those payments were earned while the Agreement was active. The Agency will not make partial payments for quarterly and annual bonuses as defined in section 1.3.2.1 and 1.3.2.2.

#### 1.4.9 Agreement Administration.

1.4.9.1 **Independent Entity.** The status of the ACO shall be that of an independent contractor. The ACO, its employees, agents, and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the ACO nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement. The Agency will not withhold taxes on behalf of the ACO (unless required by law).

1.4.9.2 **Non-Exclusive Rights.** This Agreement is not exclusive. The Agency reserves the right to select other ACOs to provide deliverables similar or identical to those described in the Scope of Work during the term of this Agreement.

- 1.4.9.3 **Amendments.** This Agreement may only be amended by mutual written consent of the parties, with the exception of the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, Business Associate Agreement. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Agreement. This Agreement may only be amended by mutual written consent of the parties. This Agreement shall not be amended in any way by use of terms and conditions in an invoice or other ancillary transactional document. To the extent that language in a transaction document conflicts with the terms of this Agreement, the terms of this Agreement shall control.
- 1.4.9.4 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the ACO.
- 1.4.9.5 **Use of Third Parties.** The Agency acknowledges that the ACO may contract with third parties for the performance of any of its obligations under this Agreement. Upon Agency request, the ACO shall notify the Agency in writing of all subcontracts relating to deliverables to be provided under this Agreement prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The ACO may enter into these contracts to complete the project provided that the ACO remains responsible for all deliverables provided under this Agreement. All restrictions, obligations, and responsibilities of the ACO under this Agreement shall also apply to the subcontractors and the ACO shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Agreement for good cause.
- 1.4.9.6 **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any Agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- 1.4.9.7 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 1.4.9.8 **Records Retention and Access.**
- 1.4.9.8.1 **Financial Records.** The ACO shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Agreement and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The ACO shall

permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the ACO relating to orders, invoices or payments, or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The ACO shall not impose a charge for audit or examination of the ACO's books and records. Based on the audit findings, the Agency reserves the right to address the ACO's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Agreement require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the ACO shall comply with these additional records retention and access requirements:

1.4.9.8.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Agreement require matching funds, cash contributions made by the ACO and third-party in-kind (property or service) contributions, these funds must be verifiable from the ACO's records. These records must contain information pertaining to Agreement amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

1.4.9.8.1.2 The ACO shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and Agreement award documents.

1.4.9.8.1.3 The ACO, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

1.4.9.8.1.4 The ACO shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

1.4.9.8.2 **Client Records** The ACO shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each client; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9).

1.4.9.9 **Qualified Service Organization.** The ACO acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the ACO acknowledges that it is fully bound by those regulations. The ACO will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Agreement has the same meaning as the definition set forth in 42 CFR § 2.11.

**1.5 Business Associate Agreement.** The ACO, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Agreement that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website:

<http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>

By signing this Agreement, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at:

<http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>

and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Agreement within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to an Agreement amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

#### **1.6 VIS Medical Home Bonus Document**

The parties hereby incorporate by reference into this Agreement the VIS Medical Home Bonus Document, as posted to the Agency's website:

[http://www.dhs.state.ia.us/uploads/MedicalHomeBonus\\_Final\\_12262013.pdf](http://www.dhs.state.ia.us/uploads/MedicalHomeBonus_Final_12262013.pdf)

By signing this Agreement, the ACO consents to receive notice of future amendments to the VIS Medical Home Bonus Document through electronic mail. The ACO shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the VIS Medical Home Bonus Document by posting an updated version of the document on the Agency's website at:

<http://www.ime.state.ia.us/iowa-health-and-wellness-plan.html>

and providing the ACO electronic notice of the amended VIS Medical Home Bonus Document. The ACO shall be deemed to have accepted the amendment unless the ACO notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Agreement within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency VIS Medical Home Bonus Document shall have no force or effect until the agreed alteration is reduced to an Agreement amendment that must be signed by the ACO and the Agency Director.

## 1.7 ACO Deliverables

### 1.7.1 ACO Deliverables/Measures for Performance of the ACO Incentive

Reference Section	Deliverable short Description	Frequency	Due Date to Agency
1.4.4.6.1	All members live within 30 miles of a county that has at least one Iowa Wellness Plan PM that is compliant with NCQA PCMH 2011 Standards for after-hours access		Six months after the execution of this Agreement.
1.4.3.2.;	At least 50 percent of attributed members (with at least 6 months of enrollment) complete healthy behaviors within a performance year	Annually	Determined annually by the Agency, all data (administrative or otherwise), must be submitted to the Agency by Feb 15 <sup>th</sup> following the performance year.

### 1.7.2 Other ACO Agreement Deliverables

One Time Only Deliverables			
1.4.3.2	Healthy Behaviors plan that describes:	Once	Three months after the execution of this Agreement.
1.4.3.1.1	Promoting Healthy Behaviors		
1.4.3.2	Achieving the 50% threshold each performance year		
1.4.5.1	Member Engagement approach		
1.4.6.1.1	Care Coordination approach		
1.4.4.6.1	Extended Hours approach		
General Agreement Maintenance Deliverables			
1.4	Annual Certification of compliance with Deliverables, Performance Measures, and Monitoring Activities	Annually	January 15 (starts the first January 15 <sup>th</sup> following the execution of this Agreement)
1.4.1.5	Tax ID updates within the ACO	As needed	
1.4.2.1	Provide Agency Liaison, name and contact information	As needed	At the point of Agreement signature and then updated as needed.
1.4.1.8	Regularly exchange ADT data		Starting July 15, 2015

1.4.1.8	Current IHIN Participation Agreement	As needed	At the point of Agreement signature and then updated as needed.
1.4.3.3	Member Education materials review	As developed by the ACO	As developed by the ACO
On Demand Deliverables			
1.4.4.8	ACO Relationship with non-ACO Providers Report	As requested	30 days from request from Agency
1.4.6.1.3.7	Document and Track grievances and resolutions	As requested	30 days from request from Agency

DRAFT