COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION

Contractor Legal Name
UnitedHealthcare of New England, Inc.

d/b/a

Legal Address
As entered on Form W-9 or Form W-4
475 Kilvert Street, Warwick, RI 02886

Contract Manager Name
John Madondo

Phone: 781-419-8316
Fax:

Email
John_Madondo@uhc.com

Vendor Code
VC 6000197221

Vendor Code Address ID
e.g. "AD001".
AD 001

Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.

COMMONWEALTH INFORMATION

Department: Executive Office of Health and Human Services
MMARS Code: EHS

Contract Manager Name
Daniel Cohen

Business Mailing Address
One Ashburton Place, 10th Fl, Boston, MA 02108

Billing Address If Different

Phone: 617-573-1710
Fax:

Email
daniel.cohen@mass.gov

MMARS Doc ID(s)

RFR/Procurement or Other ID Number
23EHSKAONECARESCOPROCURE

○ NEW CONTRACT

Procurement or Exception Type (Check one option only)

☐ **Statewide Contract**
(OSD or an OSD-designated department.)

☐ **Collective Purchase**
(Attach OSD approval, scope, and budget.)

☐ **Department Procurement** - Includes all Grants 815 CMR 2.00.
(Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)

☐ **Emergency Contract**
(Attach justification for emergency, scope, and budget.)

☐ **Contract Employee**
(Attach Employee Status Form, scope, and budget.)

☐ **Interim Contract with new Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Other Procurement Exception**
(Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)

◉ CONTRACT AMENDMENT

Current Contract End Date *PRIOR* to Amendment: December 31, 2030
Amendment Amount Or Enter "No Change": No Change

Amendment Type
Check one option only. Attach details of amendment changes.

☑ **Amendment to Date, Scope, or Budget**
(Attach updated scope and budget.)

☐ **Interim Contract with Current Contractor**
(Attach justification for Interim Contract and updated scope/budget.)

☐ **Contract Employee**
(Attach any updates to scope or budget.)

☐ **Other Procurement Exception**
(Attach authorizing language/justification and updated scope/budget.)

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding.
Check ONE option:

◉ Commonwealth Terms and Conditions ○ Commonwealth Terms and Conditions for Human and Social Services ○ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

◉ **Rate Contract (No Maximum Obligation).** (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

○ **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended):

MMARS Doc ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within:
10 days % PPD.
15 days % PPD.
20 days % PPD.
30 days % PPD.

If PPD percentages are left blank, identify reason:

☐ **Statutory/legal** ☐ **Ready Payments** (M.G.L. c. 29, § 23A) ☑ **Agree to standard 45-day cycle** ☐ **Only initial payment**

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.
Attach all supporting documentation and justifications.

MassHealth is amending its 2026 Contract with UnitedHealthcare of New England, Inc. for its One Care plan, to provide Covered Services to the populations defined herein under the terms defined herein.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

○ **YES** If YES, the Contractor's annual SDP commitment for this Contract is

◉ **NO** If NO, and the department is an Executive Department, enter the appropriate exemption: Insurance

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

◉ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

○ 2. may be incurred as of , **20** , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

○ 3. were incurred as of , **20** , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of December 31 , **20** 30 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.		**AUTHORIZING SIGNATURE FOR THE DEPARTMENT** Signature and date must be captured at time of signature.	
Signature John Madondo	**Date** 12-17-25	**Signature** Mike Levine (Dec 18, 2025 13:44:15 EST)	**Date** 12/18/2025
Print Name John Madondo	**Print Title** CEO	**Print Name** Mike Levine	**Print Title** Undersecretary for MassHealth

AMENDMENT 1

TO THE
CONTRACT
FOR ONE CARE PLANS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
UnitedHealthcare of New England, Inc.

DECEMBER 2025

WHEREAS, EOHHS and UnitedHealthcare of New England, Inc. (the Contractor) entered into the Contract for One Care Plans (the Contract), effective June 17, 2025, to provide comprehensive health care coverage to eligible MassHealth Members enrolled in the Contractor's SCO Plan; and

WHEREAS, in accordance with **Section 5.8** of the Contract, EOHHS and the Contractor wish to amend the Contract to clarify and update certain program requirements and certain financial requirements, effective upon execution;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Contract, the parties agree to amend the Contract as follows:

1. **Section 2.9** is hereby amended by striking **Section 2.9.11** in its entirety.
2. **Section 4.7** is hereby amended by striking **Section 4.7.4** in its entirety.
3. **Appendix D Exhibit 2** is hereby amended by striking it in its entirety and replacing it with the **Appendix D Exhibit 2** attached hereto.
4. **Appendix F** is hereby amended by striking it in its entirety and replacing it with the **Appendix F** attached hereto.

APPENDIX D

EXHIBIT 2 – DIRECTED PAYMENTS

Directed Payments effective January 1, 2026

The State Directed Payments described in this Exhibit apply to the Contractor's provision of Covered Services. The Contractor shall comply with applicable reporting requirements described in **Appendix A**.

The Contractor is directed to pay MassHealth rates as described in the regulation listed in Column C of the table below unless otherwise specified.

(A) Item	(B) Program Name/Provider Type	(C) Fee Schedule Requirements	(D) Other Requirements
1	Providers of Adult Day Health (ADH) Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 310.00.	
2	Providers of Day Habilitation Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 348.00.	
3	Providers of Adult Foster Care (AFC) Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 351.00.	
4	Providers of Personal Care Management (PCM) Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 309.00.	

(A) Item	(B) Program Name/Provider Type	(C) Fee Schedule Requirements	(D) Other Requirements
5	Providers of Continuous Skilled Nursing (CSN) Services, including CSN Agencies, Home Health Agencies, and Independent Nurses	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 361.00.	
6	Providers of Medicaid-Covered Nursing Facility Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 206.00, including all required add-on payments.	
7	Community Behavioral Health Centers	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 305.00 for services paid for as part of the encounter bundle.	
8	Providers of Specialized Community Support Programs (CSP) including CSP - Homeless Individuals, CSP -Tenancy Preservation, CSP - Justice Involved Individuals	The Contractor is directed to pay no less than the 1115 Demonstration HRSN-approved Fee-For-Service rates specified in 101 CMR 362.00.	
9	Providers of Adult Mobile Crisis Intervention Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 305.00.	

(A) Item	(B) Program Name/Provider Type	(C) Fee Schedule Requirements	(D) Other Requirements
10	Providers of BH Crisis Management in ED or medical/surgical inpatient floor Services	The Contractor is directed to pay no less than the rate specified in Sections 5.B.12 and 5.C.16 in the MassHealth Acute Hospital RFA.	The Contractor shall use procedure codes as directed by EOHHS to provide payment for such services.
11	Personal Care Attendants paid via Fiscal Intermediary	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 309.03(5).	
12	Providers of Ground Ambulance Services	The Contractor is directed to pay no less than 100% of the Medicare fee schedule.	
13	Providers of Group Adult Foster Care Services	The Contractor is directed to pay no less than the State Plan Fee-For-Service rates specified in 101 CMR 351.00.	
14	Providers of Homeless Medical Respite Services (aka: Short Term Pre-procedure and Post Hospitalization)	The Contractor is directed to pay no less than the 1115 Demonstration HRSN-approved Fee-For-Service rates specified in 101 CMR 321.00.	

(A) Item	(B) Program Name/Provider Type	(C) Fee Schedule Requirements	(D) Other Requirements
15	Providers of Corrective Mobility Systems Repairs	For timely repairs of Corrective Mobility System described in DME Bulletin 38 and any superseding bulletin, the Contractor shall, in addition to their contracted rates for the repair itself, establish and pay Provider rates at or above the rates set forth in 101 CMR 322, unless otherwise directed by EOHHS.	The Contractor shall use procedure codes as directed by EOHHS to provide payment for such services. As a condition of payment, the Contractor shall ensure the requirements in 101 CMR 322.05 (1)(b)-(f) and 130 CMR 409.430(F), as described in DME Bulletin 38 and any superseding bulletin, are met.

APPENDIX F
ONE CARE PLAN SPECIFIC APPROVALS

EXHIBIT 1 - Service Area

UnitedHealthcare Insurance Company
Contract Year 2026

The Service Area outlined below is contingent upon the Contactor meeting all Readiness Review requirements in each county. EOHHS reserves the right to amend this **Appendix F, Exhibit 1** to revise the Service Area based on final Readiness Review results or subsequent determinations made by EOHHS.

Any modifications of the below Service Area will require Enrollee notification consistent with **Section 2.12.2** of this Contract.

The Service Area described in this exhibit shall remain in effect for subsequent Contract Years unless amended.

The Plan's Service Area for the Contract number and PBP(s) described in **Exhibit 2** of this **Appendix F** is comprised of the following Massachusetts counties:

1. Bristol
2. Essex
3. Hampden
4. Hampshire
5. Middlesex
6. Norfolk
7. Plymouth
8. Suffolk
9. Worcester

APPENDIX F
ONE CARE PLAN SPECIFIC APPROVALS
EXHIBIT 2 – PBP Eligibility Criteria

UnitedHealthcare Insurance Company
Contract Year 2026

As described in **Section 2.3.3.3** of this Contract, the Contractor shall enroll One Care Dual Eligible individuals for Contract Year 2026 into its One Care Medicare Advantage Contract Plan Benefit Packages (PBPs) as follows:

Medicare Contract ("H number"): H4610

A. **H4610.001**: All other Rating Categories

B. **H4610.002**: Meets Rating Category Criteria for C3 or C4

The above eligibility criteria shall remain in effect for subsequent Contract Years unless amended.