

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) 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 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 published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Massachusetts Behavioral Health Partnership (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 1000 Washington St., Ste. 310, Boston, MA 02118-5002		Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA, 02108	
Contract Manager: Carol Kress	Phone: 617-790-4144	Billing Address (if different): 600 Washington Street, Boston, MA 02111	
E-Mail: Carol.kress@beaconhealthoptions.com	Fax:	Contract Manager: Kevin Wicker	Phone: 617-573-1654
Contractor Vendor Code: VC6000182737		E-Mail: Kevin.Wicker@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: 11LCEHSPCCPLANBHPMSSRFR	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: <u>December 31, 2020</u> . Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> <a href="#">Commonwealth Terms and Conditions</a> <input type="checkbox"/> <a href="#">Commonwealth Terms and Conditions For Human and Social Services</a> <input type="checkbox"/> <a href="#">Commonwealth IT Terms and Conditions</a>			
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 <a href="#">815 CMR 9.00</a> . <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days _____ % PPD; Payment issued within 15 days _____ % PPD; Payment issued within 20 days _____ % PPD; Payment issued within 30 days _____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <a href="#">M.G.L. c. 29, § 23A</a> ); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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.) Amendment #10 to the Contract includes an inpatient mental health services rate increase; continuity and transition of care for new Covered Individuals; managed care activities vacated by the court; and updates Appendices H-1 and L.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> 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 <u>December 31, 2020</u> , 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 <a href="#">801 CMR 21.07</a> , 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: X: <u>Carol Kress</u> Date: <u>11/19/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carol Kress</u> Print Title: <u>Vice President, Client Partnerships, MBHP</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Tsai</u> Print Title: <u>Assistant Secretary for MassHealth</u>	



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) 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 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 published forms at CTR Forms: <https://www.mass.gov/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/forms>.

<b>CONTRACTOR LEGAL NAME:</b> Massachusetts Behavioral Health Partnership (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health and Human Services	
<b>Legal Address: (W-9, W-4):</b> 1000 Washington St., Ste. 310, Boston, MA 02118-5002		<b>MMARS Department Code:</b> EHS	
<b>Contract Manager:</b> Carol Kress	<b>Phone:</b> 617-790-4144	<b>Business Mailing Address:</b> One Ashburton Place, 11th Floor, Boston, MA, 02108	
<b>E-Mail:</b> Carol.kress@beaconhealthoptions.com	<b>Fax:</b>	<b>Billing Address (if different):</b> 600 Washington Street, Boston, MA 02111	
<b>Contractor Vendor Code:</b> VC6000182737		<b>Contract Manager:</b> Kevin Wicker	<b>Phone:</b> 617-573-1654
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001 (Note: The Address ID must be set up for EFT payments.)		<b>E-Mail:</b> Kevin.Wicker@mass.gov	<b>Fax:</b>
		<b>MMARS Doc ID(s):</b> N/A	
<b>RFR/Procurement or Other ID Number:</b> 11LCEHSPCCPLANBHPMSSRFR			

<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>December 31, 2020</u> . Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
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The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions 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.** Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ \_\_\_\_\_.

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days \_\_\_\_\_ % PPD; Payment issued within 15 days \_\_\_\_\_ % PPD; Payment issued within 20 days \_\_\_\_\_ % PPD; Payment issued within 30 days \_\_\_\_\_ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments ([M.G.L. c. 29, § 23A](#)); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**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.)  
 Amendment #10 to the Contract includes an inpatient mental health services rate increase; continuity and transition of care for new Covered Individuals; managed care activities vacated by the court; and updates Appendices H-1 and L.

**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, 2020, 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.

<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carol Kress</u> Print Title: <u>Vice President, Client Partnerships, MBHP</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: <u>1/2/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Tsai</u> Print Title: <u>Assistant Secretary for MassHealth</u>
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**AMENDMENT 10**  
**to the**  
**FIRST AMENDED AND RESTATED CONTRACT FOR**  
**THE MASSHEALTH PCC PLAN'S COMPREHENSIVE BEHAVIORAL HEALTH**  
**PROGRAM AND MANAGEMENT SUPPORT SERVICES, AND BEHAVIORAL**  
**HEALTH SPECIALTY PROGRAMS CONTRACT**

**between**

**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF MEDICAID**  
**1 ASHBURTON PLACE**  
**BOSTON, MA 02108**  
**and**

**THE MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP**  
**1000 WASHINGTON STREET**  
**BOSTON, MA 02118**

**WHEREAS**, The Massachusetts Executive Office of Health and Human Services (referred throughout the Contract as either "EOHHS" or "MassHealth") and the Massachusetts Behavioral Health Partnership ("Contractor") entered into a First Amended and Restated Contract, effective September 1, 2017, to provide innovative, cost-effective, high quality care management services, network management services, quality management activities and comprehensive Behavioral Health services for certain MassHealth Covered Individuals, including but not limited to Care Management Program for individual Enrollees with complex medical and/or behavioral health conditions, through a program known as the MassHealth PCC Plan's Comprehensive Behavioral Health Program or Management Support Services, and Behavioral Health Specialty Programs ("BHP MSS Contract" or "Contract"); and

**WHEREAS**, in accordance with **Section 13.3** of the Contract, EOHHS and the Contractor desire to further amend their agreement effective January 1, 2020, in accordance with the rates, terms and conditions set forth herein; and

**WHEREAS**, EOHHS and the Contractor amended the First Amended and Restated Contract on December 29, 2017 (Amendment #1); January 31, 2018 (Amendment #2); October 3, 2018 (Amendment #3); December 21, 2018 (Amendment #4); January 10, 2019 (Amendment 5), June 5, 2019 (Amendment #6); October 7, 2019 (Amendment #7); December 31, 2019 (Amendment #8); June 8, 2020 (Amendment #9) and

**WHEREAS**, EOHHS and the Contractor agree that the rates and terms stated herein are subject to the approval of the federal Centers for Medicare and Medicaid Services (CMS);

**NOW, THEREFORE**, in consideration of the mutual undertakings, EOHHS and the Contractor agree to amend the BHP MSS Contract as follows:

### **Section 3. BEHAVIORAL HEALTH NETWORK RESPONSIBILITIES**

Sections 3.1.B.15, 3.1.G.8.b, 3.4.A, 3.4.A.2, 3.4.A.7.c, 3.4.A.9.b, 3.4.A.12, 3.4.B, 3.4.B.10, and 3.5.C.2 are hereby amended by striking "Provider" and inserting in lieu thereof "provider".

Section 3.4.A.2 is hereby amended by inserting after "Appendix A-1," the following language, "in accordance with the Contract and".

Section 3.4.B.3 is hereby amended by striking "ESPs" and inserting in lieu thereof the following, "ESP providers".

### **Section 4. CLINICAL SERVICE AND UTILIZATION MANAGEMENT**

Sections 4.5, 4.5.B.3, 4.5.I, 4.5.I.3, 4.5.I.4, 4.5.J.2, 4.5.J.3, 4.5.J.4, and 4.5.J.9 are hereby amended by striking "Provider" and inserting in lieu thereof "provider".

Section 4.17 is hereby amended by deleting Section 4.17.C.4 and replacing it with the following:

#### **"4. Inpatient Mental Health Services Rate Increase**

- a. The Contractor shall increase rates for Inpatient Mental Health and Administratively Necessary Days (AND) Services delivered by DMH-licensed psychiatric hospitals and DMH-licensed psychiatric units within acute inpatient hospitals as follows and as further directed by EOHHS:
  - 1) The Contractor shall increase its rate for Inpatient Mental Health and AND Services at DMH-licensed psychiatric hospitals and DMH-licensed psychiatric units within acute inpatient hospitals that have been designated as Tier 1 facilities by \$94 per diem. The Contractor shall apply the Tier 1 rate increase for dates of service on or after April 1, 2020, through July 31, 2020, for providers identified by EOHHS as having met the prompt submission requirements set forth by DMH and EOHHS.
  - 2) The Contractor shall increase its rate for Inpatient Mental Health and AND Services at DMH-licensed psychiatric hospitals and DMH-licensed psychiatric units within acute inpatient hospitals that have been designated as Tier 2 facilities by:
    - a) \$94 above the current contract per diem rates for dates from service April 1, 2020, through May 26, 2020;
    - b) \$188 per diem from May 27, 2020, through July 31, 2020; and
    - c) \$94 per diem for dates of service starting August 1, 2020, through October 31, 2020.

- b. The Contractor shall report on expenditures attributed to the rate increase requirements described in this Section as set forth in **Appendix E-1**, in a form and format and at a time specified by EOHHS.”

## **Section 7. MEMBER AND PROVIDER SERVICES**

**Section 7.2.A.11.a.19** is hereby amended by deleting the word “and”.

**Section 7.2.A.11.a.20** is hereby amended by deleting “.” and adding “; and”.

**Section 7.2.A.11.a.** is hereby amended by adding at the end therein the following language:

“21) Information about continuity and transition of care for new Covered Individuals.”

## **Section 10. PAYMENT AND FINANCIAL PROVISIONS**

**Section 10.10.A.1** is hereby amended by striking “Provider” and inserting in lieu thereof “provider”.

## **Section 13. ADDITIONAL TERMS AND CONDITIONS**

**Section 13** is hereby amended by deleting **Section 13.48** and replacing it with the following:

### **“Section 13.48 Managed Care Activities Vacated by the Court**

Should any part of the scope of work under this Contract relate to an EOHHS program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the Contractor must do no work on that part after the effective date of the loss of program authority. EOHHS must adjust the capitation rates for at risk services and payments to remove costs that are specific to any program or activity that is no longer authorized by law. If the Contractor works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the Contractor will not be paid for that work. If EOHHS paid the Contractor in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the EOHHS. However, if the Contractor worked on a program or activity prior to the date legal authority ended for that program or activity, and EOHHS included the cost of performing that work in its payments to the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.”

## **APPENDICES**

**Appendix H-1** is hereby amended by deleting it in its entirety and replacing it with the attached **Appendix H-1**.

**Appendix L** is hereby amended by deleting it in its entirety and replacing it with the attached **Appendix L**.

## APPENDIX H-1

### PAYMENT AND RISK SHARING PROVISIONS

**Capitation Rates for Contract Year 2020: January 1, 2020, through December 31, 2020.**

#### **Section 1. MassHealth Capitation Payment**

##### **A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2020 (CY20) (pursuant to Section 10.2 of the Contract)**

##### **a. PCC and TPL: PMPM (\$) Rates January 1, 2020 - March 31, 2020**

<b>Rating Category</b>	<b>Medical Services PMPM</b>	<b>CBHI PMPM</b>	<b>ABA PMPM</b>	<b>SUD PMPM</b>	<b>Admin PMPM</b>	<b>Total PMPM</b>
Rating Category I Child	\$48.50	\$49.10	\$14.73	\$0.37	\$5.26	\$117.96
Rating Category I Adult	\$43.88			\$6.75	\$4.88	\$55.51
Rating Category I TPL	\$5.11	\$33.46	\$5.07	\$0.40	\$4.53	\$48.57
Rating Category II Child	\$152.13	\$148.82	\$223.88	\$0.55	\$12.25	\$537.63
Rating Category II Adult	\$181.97			\$10.05	\$11.25	\$203.27
Rating Category II TPL	\$12.66	\$99.56	\$52.79	\$1.08	\$9.16	\$175.25
Rating Category IX	\$73.80			\$18.59	\$5.66	\$98.05
Rating Category X	\$307.82			\$140.56	\$13.24	\$461.62

##### **b. Primary Care ACO: PMPM (\$) Rates January 1, 2020 - March 31, 2020**

<b>Rating Category</b>	<b>Medical Services PMPM</b>	<b>CBHI PMPM</b>	<b>ABA PMPM</b>	<b>SUD PMPM</b>	<b>Admin PMPM</b>	<b>Total PMPM</b>
Rating Category I Child	\$22.60	\$25.52	\$7.57	\$0.37	\$3.81	\$59.87
Rating Category I Adult	\$40.15			\$6.75	\$3.89	\$50.79
Rating Category II Child	\$99.97	\$159.68	\$196.21	\$0.55	\$10.13	\$466.54
Rating Category II Adult	\$191.29			\$10.05	\$10.86	\$212.20
Rating Category IX	\$79.94			\$18.59	\$4.68	\$103.21
Rating Category X	\$341.95			\$140.56	\$12.76	\$495.27

**c. PCC and TPL: PMPM (\$) Rates April 1, 2020 - July 31, 2020**

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$48.65	\$50.87	\$15.32	\$0.42	\$5.26	\$120.52
Rating Category I Adult	\$44.52			\$7.45	\$4.88	\$56.85
Rating Category I TPL	\$5.13	\$34.67	\$5.27	\$0.45	\$4.53	\$50.05
Rating Category II Child	\$152.65	\$154.09	\$232.84	\$0.61	\$12.25	\$552.44
Rating Category II Adult	\$184.18			\$10.90	\$11.25	\$206.33
Rating Category II TPL	\$12.75	\$103.15	\$54.90	\$1.19	\$9.16	\$181.15
Rating Category IX	\$75.00			\$20.56	\$5.66	\$101.22
Rating Category X	\$312.46			\$154.98	\$13.24	\$480.68

**d. Primary Care ACO: PMPM (\$) Rates April 1, 2020 - July 31, 2020**

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$22.67	\$26.42	\$7.87	\$0.42	\$3.81	\$61.19
Rating Category I Adult	\$40.78			\$7.45	\$3.89	\$52.12
Rating Category II Child	\$100.47	\$165.28	\$204.06	\$0.61	\$10.13	\$480.55
Rating Category II Adult	\$193.74			\$10.90	\$10.86	\$215.50
Rating Category IX	\$81.30			\$20.56	\$4.68	\$106.54
Rating Category X	\$346.79			\$154.98	\$12.76	\$514.53

**e. PCC and TPL: PMPM (\$) Rates August 1, 2020 - December 31, 2020**

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$48.50	\$49.10	\$14.73	\$0.37	\$5.26	\$117.96
Rating Category I Adult	\$43.88			\$6.75	\$4.88	\$55.51
Rating Category I TPL	\$5.11	\$33.46	\$5.07	\$0.40	\$4.53	\$48.57
Rating Category II Child	\$152.13	\$148.82	\$223.88	\$0.55	\$12.25	\$537.63
Rating Category II Adult	\$181.97			\$10.05	\$11.25	\$203.27
Rating Category II TPL	\$12.66	\$99.56	\$52.79	\$1.08	\$9.16	\$175.25
Rating Category IX	\$73.80			\$18.59	\$5.66	\$98.05
Rating Category X	\$307.82			\$140.56	\$13.24	\$461.62

**f. Primary Care ACO: PMPM (\$) Rates -August 1, 2020 - December 31, 2020**

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$22.60	\$25.52	\$7.57	\$0.37	\$3.81	\$59.87
Rating Category I Adult	\$40.15			\$6.75	\$3.89	\$50.79
Rating Category II Child	\$99.97	\$159.68	\$196.21	\$0.55	\$10.13	\$466.54
Rating Category II Adult	\$191.29			\$10.05	\$10.86	\$212.20
Rating Category IX	\$79.94			\$18.59	\$4.68	\$103.21
Rating Category X	\$341.95			\$140.56	\$12.76	\$495.27

**B. Risk Sharing Corridors for Contract Period CY20, for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, I-TPL, II-TPL, IX, and X (pursuant to Section 10.6 of the Contract) for PCC and TPL programs**

**1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services**

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for Contract Year 2020. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Between 0 and .5%	0%	100%
>.5%	100%	0%

**2. Loss on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services**

The amount of the Loss on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for Contract Year 2020. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and .5%	0%	100%
>.5%	100%	0%



**C. Risk Sharing Corridors for CY20 for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, IX, and X (pursuant to Section 10.6 of the Contract) for the Primary Care ACO program,**

**1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services**

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for the CY20. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

**2. Loss on Medical Services Capitation Rates excluding CBHI, ABA and SUD services**

The amount of the Loss on the Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for the CY20. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

**D. Risk Sharing Corridors for Contract Year 2020 effective January 1, 2020, through December 31, 2020, for CBHI, ABA and SUD Services for PCC, TPL and Primary Care ACO programs:**

The Contractor and EOHHS shall share risk for CBHI, ABA and SUD Services in accordance with the following provisions:

1. For Contract Year 2020, EOHHS shall conduct separate reconciliations with respect to CBHI, ABA and SUD Services, as follows:
  - a. EOHHS will first determine the amount paid to the Contractor by EOHHS for CBHI, ABA and SUD Services for Contract Year 2020, by multiplying the following:
    - i. The CBHI, ABA and SUD Add-On rates determined by EOHHS and provided to the Contractor in **Section 1.A** above; by

- ii. The number of applicable member months for the period.
- b. EOHHS will then determine the Contractor's expenditures for CBHI, ABA and SUD Services for Contract Year 2020, using claims data submitted in the report described in **Section D.2** below and Encounter Data submitted by the Contractor.

If the amount paid to the Contractor, as determined by the calculation described in Section D.1.a above, is greater than the Contractor's expenditures, as determined by the calculation described in Section D.1.b above, then the Contractor shall be considered to have experienced a gain with respect to CBHI, ABA and SUD Services for Contract Year 2020. EOHHS and the Contractor shall share such gain in accordance with the table below for CBHI, ABA, and SUD services:

Gain	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

If the amount paid to the Contractor, as determined by the calculation described in **Section D.1.a** above, is less than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b.** above, then the Contractor shall be considered to have experienced a loss with respect to CBHI, ABA and SUD Services for Contract Year 2020. EOHHS and the Contractor shall share such loss in accordance with the table below:

Loss	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

2. To assist with the reconciliation process for CBHI, ABA and SUD Services described above, the Contractor shall, within 180 days after the end of Contract Year 2020, submit claims data with respect to CBHI, ABA and SUD services in the form and formats specified in **Appendix E**.

## **Section 2. MassHealth Other Payments**

### **A. Care Management Program**

The Contractor shall calculate and report on the number of engaged enrollees in the Practice Based Care Management program (PBCM) on a monthly basis and shall be paid an Engagement PPPM, upon EOHHS review and approval, on a quarterly basis.

Base Per-Participant Per-Month (PPPM) Rate for Practice Based Care Management Contract.

Engagement:

Per Participant Per Month .....\$175.00

**B. Performance Incentives Arrangements**

Total Performance Incentive Payments detailed in appendix G, may not exceed 105 percent of approved Capitation Payments attributable to the Covered Individuals or services covered by the Contract.

The Performance Incentive Payments for Contract Year 2020 will be a total of \$3,000,000.

**C. PCC Plan Management Support**

Base Per-Member (PCC Enrollees Only) Rate for PCC Plan Management Support.

Per Participant Per Month .....\$1.25

**D. Add-on specialized inpatient psychiatric services per diem rate**

EOHHS shall make an add-on per diem rate payment of \$600 for specialized psychiatric inpatient claims as specified in **Section 4.12** and **Section 10** of the Contract. To assist with this payment processing, the Contractor shall provide claims data in a format and at a frequency to be specified by EOHHS in **Appendix E**.

The add-on payment shall be excluded from the risk sharing calculations in sub-sections 1.B and 1.C above and EOHHS shall reprice submitted claims for risk sharing calculations.

**E. Add-on inpatient mental health services per diem rate**

EOHHS shall make an add-on per diem rate payments to inpatient mental health providers as specified in **Section 4.17** of the Contract, To assist with this payment processing, the Contractor shall provide claims data in a format and at a frequency to be specified by EOHHS in **Appendix E**.

The add-on payment shall be excluded from the risk sharing calculations in sub-sections 1.B and 1.C above. EOHHS shall reprice submitted claims for risk sharing calculations purposes in the CY20 annual reconciliation.

**Section 3. DMH Compensation Payments (Non-MassHealth Payments)**

**A. DMH Payments for the Contract (pursuant to Section 10.9 of the Contract)**

The total Contract Year 2020 DMH Compensation Payment for the Specialty Programs through December 31, 2020, shall be \$8,698,388.00, as described in Sections 3.B-3.E below.

**B. DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment (pursuant to Sections 3.4, 10.9 and 10.10 of the Contract)**

The DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment shall consist of the following amounts:

1. The Contract Year 2020 amount shall be \$6,880,000.
2. The monthly payment effective January- through September 2020 shall be \$723,333.33.
3. The monthly payment for October 2020 shall be \$370,000.03
4. There will be no monthly payments for November and December 2020.

**C. DMH ESP expansion -- Safety initiatives:**

1. The DMH ESP safety initiative payment shall be \$1,403,388 for Contract Year 2020.
2. The monthly payment amount shall be \$116,949.00.

**D. DMH Specialty Program Administrative Compensation Rate Payment (pursuant to Section 10.9.A of the Contract)**

The DMH Specialty Program Administrative Compensation Rate Payment shall be \$185,000 for Contract Year 2020.

1. Indirect Costs shall not exceed 3.5% of Direct Costs.
2. The total of Direct Costs plus Indirect Costs shall not exceed \$173,545
3. Earnings shall be 6.6% of the total direct and indirect costs.
4. Earnings shall be \$11,455 for Contract Year 2020.
5. The amount of the monthly DMH Specialty Program Administrative Compensation Rate Payment shall be \$15,416.66.

**E. DMH Payments for Forensic Services and other Forensic Evaluations (pursuant to Sections 4.6 and 10.9.B of the Contract)**

1. The Forensic Evaluations (known as "18(a)") amount for the Contract Year 2020 shall be \$230,000. EOHHS will issue this amount as one-time payment during the contract period.
2. The Contractor shall return to EOHHS any portion of the DMH Payments for Forensics Services amount that it does not spend on Forensic Evaluations as identified in the annual reconciliation of the Contract Year 2020 within 60 days of the identification of such under spending unless otherwise agreed to by the parties.

**F. Massachusetts Child Psychiatric Access Project (pursuant to Section 10.9.A of the Contract)**



1. The DMH Payment for MCPAP services for Contract Year 2020 shall be \$3,847,000.
2. The monthly payment for the DMH Payment for MCPAP shall be \$314,583.33 except for the month of June.
3. The payment for the month of June shall be \$386,583.33.
4. The DMH payment for MCPAP administrative compensation for Contract Year 2020 shall be \$424,000.
  - a. The amount of the monthly DMH MCPAP Program Administrative Compensation Rate Payment shall be \$35,333.33.
  - b. Indirect Costs shall not exceed 3.5% of Direct Costs.
  - c. The total of Direct Costs plus Indirect Costs shall not exceed \$397,749.
  - d. Earnings shall be 6.6% of the total direct and indirect costs.
  - e. Earnings shall be \$26,251 for the Contract Year 2020.
5. The Contractor shall return to EOHHS any portion of the DMH Payment for MCPAP that it does not spend on the MCPAP identified in the annual reconciliation for Contract Year 2020, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

**G. DMH Payment for Behavioral Health Urgent Care (BHUC) Program services for individuals impacted by COVID19.**

Contingent upon receipt of funds from DMH for BHUC services to individuals impacted by COVID19 described in section 4.17.D of the Contract, EOHHS shall make a payment to the Contractor in the amount of \$1,350,001.00. Any residual funds shall be applied to related activities in CY21 through the grant performance period ending on September 29, 2021. Any unspent funds at the end of the grant performance period shall be returned to EOHHS for remittance to the grantor unless prior to the expiry date, DMH requests and receives a cost extension and such extension is granted by the federal agency providing the grant.

**Section 4. Other Non-MassHealth Payments**

**A. ESP Opioid Overdose Response Pilot Program**

Contingent upon EOHHS' receipt of funds from The Department of Public Health (DPH) for the ESP Opioid Overdose Response Pilot Program, EOHHS will make a payment to the Contractor in the amount of \$179,000 to fund the program for the first six months of Contract Year 2020 through June 30<sup>th</sup>. The Contractor shall return to EOHHS any portion of the DPH payment for ESP Opioid Overdose Response Pilot Program that is not spent as identified in the annual reconciliation for Calendar Year 2020, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties."

**B. DCF -Mobile Crisis Intervention/Runaway Assistance Program (MCI/RAP)  
Payment Provisions**

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$5,000 for each of the Contractor's Emergency Services Programs that contract with the Contractor to operate the MCI/RAP in accordance with **Section 4.9** for Contract Year 2020.

**C. Massachusetts consultation services for the treatment of addiction and pain (MCSTAP) payment:**

Pursuant to Section 2 of Chapter 41 of the Acts of 2019, that provides, in relevant part, that "... not less than \$250,000 shall be expended to expand the Massachusetts consultation service for treatment of addiction and pain to provide case management and care navigation support to assist healthcare facilities, individual practitioners and other healthcare providers including, but not limited to, nurse case managers, social workers and recovery coaches in identifying community-based providers to refer patients for treatment of substance use disorder," the payment for MCSTAP program in Contract Year 2020 shall be \$250,000.

**D. Autism and Intellectual Disability Crisis Consultation Access Program (AIDCCAP)**

For contract Year 2020 EOHHS shall pay the Contractor \$650,000.00 in support of the AIDCCAP program described in section 4.5 of the contract. EOHHS may determine the amount of the funding to be applied towards start-up costs and may issue the determined amount as partial payment upon execution of the Contract. The balance of funding after the initial payment may be issued in equal monthly installments or in some other frequency to be determined by EOHHS. The AIDCCAP program spending shall not exceed the funding amount set forth in this sub-section. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the AIDCCAP activities in subsequent contract periods, if any. EOHHS reserves the right to require reporting on expenditures related to this program.