

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.macomptroller.org/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	
Legal Address: (W-9, W-4): 1000 Washington St., Ste. 310, Boston, MA 02118-5002		MMARS Department Code: EHS	
Contract Manager: Chad Muller	Phone: 617-790-4000	Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA, 02108	
E-Mail: Chad.Muller@beaconhealthoptions.com	Fax:	Billing Address (if different): 600 Washington Street, Boston, MA 02111	
Contractor Vendor Code: VC6000182737		Contract Manager: Kevin Wicker	Phone: 617-573-1654
Vendor Code Address ID (e.g., "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		E-Mail: Kevin.Wicker@mass.gov	Fax:
		MMARS Doc ID(s): N/A	
		RFR/Procurement or Other ID Number: 11LCEHSPCCPLANBHPMSSRFR	

☐ **NEW CONTRACT**

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☐ **Department Procurement** (includes all Grants - [815 CMR 2.00](#)) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

☒ **CONTRACT AMENDMENT**

Enter Current Contract End Date Prior to Amendment: December 31, 2021.

Enter Amendment Amount: \$ _____. (or "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** (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 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): ☒ [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 #12 to the Contract incorporates new language for MCPAP services, clarifies language for Member notifications, adds new provisions for DSRIP funding for CBHCs, makes technical corrections to Section 13, and replaces Appendix H-1 to include CY19 HIPF add-on rates, DSRIP funds for CBHCs, and additional DMH funding for BHUC and MCPAP services.

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 January 1, 2021, 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, 2021, 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:

X: Russell Kopp Date: 5/25/2021
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Russell Kopp

Print Title: Chief Financial Officer

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: _____ Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Daniel Tsai

Print Title: Assistant Secretary for MassHealth

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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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: Chad Muller	Phone: 617-790-4000	Billing Address (if different): 600 Washington Street, Boston, MA 02111	
E-Mail: Chad.Muller@beaconhealthoptions.com	Fax:	Contract Manager: Kevin Wicker	Phone: 617-573-1654
Contractor Vendor Code: VC6000182737		E-Mail: Kevin.Wicker@mass.gov	
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	
<input type="checkbox"/> NEW CONTRACT		<input checked="" type="checkbox"/> CONTRACT AMENDMENT	
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 - 815 CMR 2.00) (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)		Enter Current Contract End Date Prior to Amendment: December 31, 2021 . 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"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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 . <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 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
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ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 3. were incurred as of January 1, 2021 , 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, 2021 , 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: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Russell Kopp</u> Print Title: <u>Chief Financial Officer</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>6/1/21</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>	

AMENDMENT 12
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, 2021, except as noted below, 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); December 2, 2020 (Amendment #10); December 29, 2020 (Amendment #11) 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 1. DEFINITIONS AND ACRONYMS

1. **Section 1.1** is hereby amended by inserting alphabetically the following definitions:

“Community Behavioral Health Center (CBHC) - a comprehensive community behavioral health center provider offering substance use disorder and mental health services, care coordination, peer supports, screening, and coordination with primary care. A CBHC also provides behavioral health urgent care services, including open access to same-day or next-day services and expanded service hours with evening and weekend services, as determined by EOHHS.”

“Delivery System Reform Incentive Payment (DSRIP) – a five-year investment program authorized through MassHealth’s Section 1115 Demonstration. The DSRIP program funds initiatives in three general categories: (1) Accountable Care Organizations; (2) Community Partners/Community Service Agencies; and (3) Statewide Investments.”

2. **Section 1.2** is hereby amended by inserting alphabetically the following acronyms:

“CBHC – Community Behavioral Health Center

“DSRIP – Delivery System Reform Incentive Payment”

Section 4. CLINICAL SERVICE AND UTILIZATION MANAGEMENT

3. **Section 4.5.E** is hereby amended by deleting it in its entirety and replacing it with the following:

“E. Partner with DMH on a special project to evaluate the feasibility of expanding the range of professionals who can access consultation services and supports from MCPAP for Moms to include parent/infant care providers who interact with parents of children up to age one. Specifically, the Contractor shall:

1. Develop and implement methodology and plan for data collection and analysis that explore feasibility of expanding the range of professionals that access MCPAP for Mom services to include parent/infant care providers who interact with parents of children up to age one;
2. Develop instruments for data collection;
3. Conduct data collection and analysis; and

4. Submit presentation and written report of project findings to DMH and EOHHS.”

Section 7 MEMBER AND PROVIDER SERVICES

4. **Section 7.2.B.2.b.1** is amended by deleting it and replacing it with the following:

“1) Paper version - The Contractor shall provide a copy in paper form to Covered Individuals upon request. The Contractor shall update its paper version of its Network Provider directory monthly if the Contractor does not have a mobile-enabled, electronic directory as further specified by EOHHS and quarterly if the Contractor has such mobile-enabled electronic directory as further specified by EOHHS;”

5. **Section 7.2.B.2.d** is amended by deleting the word “Provide” and inserting in place thereof “Subject to **Section 7.2.B.2.e**, provide”.

6. **Section 7.2.B.2.e** is amended by deleting it and replacing it with the following:

“e. In the event of the termination of a Network Provider, provide written notice the later of 30 calendar days prior to the effective date of termination or 15 days after receipt or issuance of the termination notice to each Covered Individual who received his or her primary care from, was seen on a regular basis by, or was seen within the previous 90 days by, the terminated Provider, and ensure that care is transferred to another Network Provider in a timely manner to minimize any disruptions to treatment.”

Section 10. PAYMENT AND FINANCIAL PROVISIONS

7. **Section 10** is hereby amended by adding at the end therein the following:

“Section 10.17 DSRIP Statewide Investment Payments for Community Behavioral Health Centers

As part of its Statewide Investments in delivery system reform, EOHHS shall advance funding to the Contractor in support of the CBHC infrastructure development. This funding will be issued in CY2021 period in the amount specified in **Appendix H-1**. The Contractor shall disperse the funding in accordance with the following and as further directed by EOHHS:

- A. The Contractor shall work with the selected CBHC providers to ensure that the funding is applied towards:
 1. Shifting the CBHCs’ clinical and business models towards encounter-based care. This shift is intended to allow delivery of multiple behavioral health services on a single date of service or within a defined period of time with such services being billed as a single encounter;
 2. Building and strengthening communication channels across all levels of care;

3. Delivering goal-oriented, evidence-based care; and
 4. Providing open and urgent access to appropriate treatment.
- B.** The Contractor shall ensure that each CBHC provider selects for implementation, at least one and as many as three of the five projects described below with the funding provided:
1. **Proactive Model Innovations to Support Access.** This project must support innovative infrastructure, implementation, and business development processes to improve access to behavioral health.
 2. **Capacity Building for Medical Screening and Coordination with Primary Care.** This project must advance provider capacity to provide basic medical screening and coordination with primary care treatment that will support behavioral health treatment.
 3. **Capacity Building and Infrastructure for Encounter Based Care.** This project must support the development of internal business processes that advance the transition from fee-for-service billing to billing for encounter-based care.
 4. **Training and Adoption of Evidence-Based Practices.** This project must advance the delivery of evidence-based practices (EBPs) in the clinic setting for all outpatient and non-24-hour diversionary behavioral health services delivered by the CBHC.
 5. **Partnerships and Infrastructure for Clinical Integration.** This project must support partnerships for clinical integration.
- C.** During the term of the Contract, the Contractor shall provide payments to CBHCs in support of activities set forth in **Section 10.17.B**. Such payments in aggregate shall not exceed the funding amount specified in **Appendix H-1**. The amount issued to each CBHC shall not exceed \$750,000 unless otherwise specified by EOHHS. The Contractor may vary the actual amounts paid to each CBHC based on each CBHC's selected project(s).
- D.** The Contractor shall ensure CBHCs are informed of permissible use of project funds listed below:
1. For Staff time allocated toward the project(s);
 2. For Legal consultation associated with a project(s); and
 3. For Projects that include purchase or license of software and equipment, include staff training, development of workflows, and other implementation activities associated with such software and equipment.

- E. The Contractor shall ensure all CBHCs are informed of prohibited use of project funds listed below:

The CBHC providers shall not:

1. Pay for initiatives, goods, or services that are duplicative with initiatives, goods, or services funded by other federal, state and/or local funding;
2. Pay for any MassHealth service, including the purchase of pharmaceuticals;
3. Provide goods or services not allocable to approved plans/budget;
4. Pay for construction or renovations;
5. Pay malpractice insurance; or
6. Use funds for revenue maximization efforts.”

Section 13. ADDITIONAL TERMS AND CONDITIONS

8. Effective, May 17, 2021, **Section 13.47** is hereby amended by striking the phrase “Carol Kress” and insert in lieu thereof the following “Sharon Hanson”.
9. **Section 13.48** is hereby amended by striking the phrase “and payments” where it appears in the second sentence of this section.

APPENDICES

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

APPENDIX H-1

PAYMENT AND RISK SHARING PROVISIONS

Capitation Rates for Contract Year 2021: January 1, 2021, through December 31, 2021.

Section 1. MassHealth Capitation Payment

A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2021 (CY21) (pursuant to Section 10.2 of the Contract)

1. PCC and TPL: PMPM (\$) Rates January 1, 2021 - December 31, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	50.55	50.34	14.33	0.62	4.86	120.70
Rating Category I Adult :	47.09			8.74	4.83	60.66
Rating Category I TPL:	4.82	32.79	5.18	0.51	3.90	47.20
Rating Category II Child :	142.30	153.27	222.80	1.17	10.50	530.04
Rating Category II Adult :	170.52			7.50	11.49	189.51
Rating Category II TPL:	14.59	106.96	51.45	0.45	7.84	181.29
Rating Category IX :	80.22			17.48	5.55	103.25
Rating Category X :	403.71			130.78	16.34	550.83

2. Primary Care ACO: PMPM (\$) Rates January 1, 2021 - December 31, 2021

Rating Category	Medical services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child :	22.31	26.75	6.83	0.26	3.05	59.20
Rating Category I Adult :	44.22			8.65	3.28	56.15
Rating Category II Child :	99.08	167.11	192.52	0.57	7.41	466.69
Rating Category II Adult :	190.82			14.44	8.57	213.83
Rating Category IX :	91.32			25.60	4.50	121.42
Rating Category X :	335.53			179.54	12.18	527.25

B. Risk Sharing Corridors for Contract Period CY21, 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 2021. 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 2021. 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 CY21. 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 CY21. 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 2021 effective January 1, 2021, through December 31, 2021, 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 2021, 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 2021, 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 2021, 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 2021. 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 2021. 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 2021, 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 2021 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. DSRIP Payments for Community Behavioral Health Centers (CBHC)

EOHHS shall make a one-time payment to the Contractor in the amount of \$10,400,000 in support of CBHC activities specified in **Section 10.17** of the contract. This shall be the full amount of funding provided to the Contractor to support the activities set forth in **Section 10.17**.

The Contractor shall return any unspent funds to EOHHS at the end of the Contract Term, unless otherwise directed by EOHHS.

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 2021 DMH Compensation Payment for the Specialty Programs through December 31, 2021, 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 2021 amount shall be \$6,880,000.
2. The monthly payment shall be \$573,333.33.

C. DMH ESP expansion -- Safety initiatives:

1. The DMH ESP safety initiative payment shall be \$1,403,388 for Contract Year 2021.
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 2021.

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 2021.
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 2021 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 2021 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 2021 shall be \$3,866,000.
2. The monthly payment for MCPAP services shall be \$314,583.33 except for the month of June 2021.
3. The monthly payment for MCPAP services for the month of June 2021 shall be \$405,583.33.
4. The DMH payment for MCPAP administrative compensation for Contract Year 2021 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 2021.
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 2021, 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.

The contractor shall apply any residual funds issued in CY20 to stipulated activities in CY21 through the grant performance period ending on September 29, 2021.

In addition, EOHHS shall provide \$2,223,966 new funding in CY21 towards BHUC services. The new funding will apply to stipulated program activities in CY21 and through the grant performance period ending on May 31, 2022. Of these funds, \$207,677 shall be used by the contractor for the program administration costs incurred by the Contractor.

Any unspent services funds at the end of the grant performance periods shall be returned to EOHHS for remittance to the grantor unless prior to the expiry date, DMH requests and receives a no cost extension for the grant and such extension is granted by the federal agency providing the grant.

Section 4. Other Non-MassHealth Payments

A. 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 2021.

B. Autism and Intellectual Disability Crisis Consultation Access Program (AIDCCAP)
For contract Year 2021 EOHHS shall pay the Contractor \$650,000.00 in support of the AIDCCAP program described in **Section 4.5** of the contract. EOHHS shall determine the disbursement frequency for the CY21 funds. 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.

Exhibit 1: Adjustment to Base Capitation Rates to Account for the Health Insurer Provider Fee (HIPF) under Section 9010 of the ACA

For the HIPF for calendar year 2019, EOHHS shall perform the following retrospective add-on adjustments to the Contract Year 2019 (CY2019) Capitation Rates, as reflected in the Appendix H-1 effective during that period (as incorporated into this Contract through Amendment #5). Such adjustment shall be applied to the period January 1, 2019 – December 31, 2019:

Table 1: Health Insurer Fee Add-on Rate -PCC and TPL

Rating Category	HIPF Adjustment Add on PMPM
Rating Category I Child	\$ 2.52
Rating Category I Adult	\$ 1.21
Rating Category I TPL	\$ 1.13
Rating Category II Child	\$ 11.55
Rating Category II Adult	\$ 4.44
Rating Category II TPL	\$ 4.15
Rating Category IX	\$ 2.51
Rating Category X	\$ 8.35

Table 2: Health Insurer Fee Add-on Rate -Primary Care ACO

Rating Category	HIPF Adjustment Add on PMPM
Rating Category I Child	\$ 1.40
Rating Category I Adult	\$ 1.27
Rating Category II Child	\$ 10.54
Rating Category II Adult	\$ 5.09
Rating Category IX	\$ 2.61
Rating Category X	\$ 10.14