

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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<b>CONTRACTOR LEGAL NAME:</b> Senior Whole Health, LLC (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health and Human Services <b>MMARS Department Code:</b> EHS	
<b>Legal Address:</b> (W-9, W-4): 1075 Main Street, Suite 400, Waltham, MA 02451-7457		<b>Business Mailing Address:</b> One Ashburton Place, 5 <sup>th</sup> Fl., Boston, MA 02108	
<b>Contract Manager:</b> William Graham	<b>Phone:</b> 508-320-9521	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <a href="mailto:William.graham@molinahealthcare.com">William.graham@molinahealthcare.com</a>	<b>Fax:</b>	<b>Contract Manager:</b> Daniel Cohen	<b>Phone:</b> 617-573-1710
<b>Contractor Vendor Code:</b> VC7000090535		<b>E-Mail:</b> <a href="mailto:Daniel.cohen@mass.gov">Daniel.cohen@mass.gov</a>	<b>Fax:</b>
<b>Vendor Code Address ID (e.g., "AD001"):</b> <u>AD001</u> (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<input type="checkbox"/> <b>NEW CONTRACT</b>		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</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)		Enter Current Contract End Date <i>Prior</i> to Amendment: <u>December 31, 2025</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)	
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>			
<b>COMPENSATION: (Check ONE option):</b> 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"/> <b>Rate Contract.</b> (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"/> <b>Maximum Obligation Contract.</b> Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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 2 to the SCO 3rd Amended and Restated Contract restates verbatim three provisions contained in SCO 3rd Amended and Restated contract at CMS' request, to facilitate CMS review of preceding contract actions.			
<b>ANTICIPATED START DATE:</b> (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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>December 31, 2025</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.			
<b>CERTIFICATIONS:</b> 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.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: <u>9/6/2024</u> (Signature and Date Must Be Captured At Time of Signature)		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Mike Levine</u> Date: <u>09/17/2024</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>William Graham</u>		Print Name: <u>Mike Levine</u>	
Print Title: <u>Plan President</u>		Print Title: <u>Assistant Secretary for MassHealth</u>	

**AMENDMENT 2  
TO THE  
THIRD AMENDED AND RESTATED CONTRACT  
FOR SENIOR CARE ORGANIZATIONS  
BY AND BETWEEN  
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES  
AND  
SENIOR WHOLE HEALTH, LLC**

**WHEREAS**, the Executive Office of Health and Human Services (EOHHS) and Senior Whole Health, LLC (the Contractor) entered into the Third Amended and Restated Contract for Senior Care Organizations (the Contract), effective September 18, 2023, and amended effective December 28, 2023 (Amendment #1), to provide medical services to MassHealth members enrolled in the Contractor’s Senior Care Options (SCO) plan;

**WHEREAS**, in accordance with **Section 5.10** of the Contract, as requested by the Centers for Medicare and Medicaid Services (CMS), EOHHS and the Contractor wish to enter into this amendment to restate, without modification, certain Contract provisions to facilitate CMS approval of these provisions; and

**WHEREAS**, the provisions restated herein were effective as provided in the amendments in which they were first incorporated into the Contract;

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

1. **Section 2.17** is hereby amended by deleting **Section 2.17.B** in its entirety and restating it, verbatim, in its entirety as follows:

“B. As further specified by EOHHS, the Contractor shall increase its contracted rates for the following services as follows:

1. Relative to such rates paid as of December 31, 2020, for dates of service from January 1, 2021, through June 30, 2021:
  - a. Homemaker: \$0.65 increase per 15-minute unit
  - b. Personal Care Services, excluding self-directed Personal Care Attendant Services: \$0.65 increase per 15-minute unit
  - c. Home Health Aide: \$0.67 increase per 15-minute unit
2. Relative to such rates paid as of October 1, 2021, for dates of services from October 1, 2021, through June 30, 2023:
  - a. Homemaker: \$0.99 increase per 15-minute unit
  - b. Personal Care Services, excluding self-directed Personal Care Attendant Services: \$0.99 increase per 15-minute unit
  - c. Home Health Aide: \$0.89 increase per 15-minute unit.”

2. Effective January 1, 2022, through December 31, 2022, **Appendix E, Exhibit 1** is hereby deleted and restated, verbatim, with the **Appendix E, Exhibit 1** attached hereto.
3. Effective January 1, 2023, through December 31, 2023, **Appendix E, Exhibit 2** is hereby deleted and restated, verbatim, with the **Appendix E, Exhibit 2** attached hereto.

**APPENDIX E EXHIBIT 1: BASE CAPITATION RATES**

**Base Capitation Rates for January 1, 2022, through June 30, 2022**

**(Subject to CMS Approval)**

	Community Settings of Care			Institutional Settings of Care		
	Other	AD/CMI	NHC	Tier 1	Tier 2	Tier 3
<b>Dually Eligible Greater Boston</b>	RC 20 \$ 551.59	RC 22 \$ 769.43	RC 24 \$ 2,493.59	RC 26 \$ 4,841.40	RC 27 \$ 7,249.19	RC 28 \$ 8,760.72
<b>Dually Eligible Outside Greater Boston</b>	RC 21 \$ 608.11	RC 23 \$ 733.70	RC 25 \$ 2,635.25	RC 26 \$ 4,841.40	RC 27 \$ 7,249.19	RC 28 \$ 8,760.72
<b>MassHealth Only, Greater Boston</b>	RC 30 \$ 1,088.27	RC 32 \$ 1,779.60	RC 34 \$ 3,824.19	RC 36 \$ 4,841.40	RC 37 \$ 7,249.19	RC 38 \$ 8,760.72
<b>MassHealth Only, Outside Greater Boston</b>	RC 31 \$ 1,235.30	RC 33 \$ 1,710.61	RC 35 \$ 3,888.75	RC 36 \$ 4,841.40	RC 37 \$ 7,249.19	RC 38 \$ 8,760.72

**Base Capitation Rates for July 1, 2022, through December 31, 2022**

**Subject to CMS Approval**

	Community Settings of Care			Institutional Settings of Care		
	Other	AD/CMI	NHC	Tier 1	Tier 2	Tier 3
<b>Dually Eligible Greater Boston</b>	RC 20 \$ 550.21	RC 22 \$ 767.74	RC 24 \$ 2,458.54	RC 26 \$ 4,845.91	RC 27 \$ 7,255.93	RC 28 \$ 8,768.87
<b>Dually Eligible Outside Greater Boston</b>	RC 21 \$ 607.27	RC 23 \$ 732.01	RC 25 \$ 2,587.05	RC 26 \$ 4,845.91	RC 27 \$ 7,255.93	RC 28 \$ 8,768.87
<b>MassHealth Only, Greater Boston</b>	RC 30 \$ 1,086.84	RC 32 \$ 1,783.07	RC 34 \$ 3,781.19	RC 36 \$ 4,845.91	RC 37 \$ 7,255.93	RC 38 \$ 8,768.87
<b>MassHealth Only, Outside Greater Boston</b>	RC 31 \$ 1,234.08	RC 33 \$ 1,711.59	RC 35 \$ 3,833.74	RC 36 \$ 4,845.91	RC 37 \$ 7,255.93	RC 38 \$ 8,768.87

**APPENDIX E EXHIBIT 2: RISK SHARING ARRANGEMENTS**  
**Contract Year 2023**

**Contract-Wide Risk Sharing Arrangement (Section 4.7.C.4)**

1. Gain scenario

If the medical component of the Capitation Rate Payment as set forth in **Section 4.7.C.2** is greater than Actual Medical Expenditures as set forth in **Section 4.7.C.3**, then the Contractor will be in a “Gain for the Contract Year”, with the “Gross Gain Amount for the Contract Year” defined as the difference between the medical component of the Capitation Rate Payment and the Actual Medical Expenditures. The Contractor and EOHHS will share the Gross Gain Amount for the Contract Year as set forth below:

- a. If the Gross Gain Amount for the Contract Year is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.
- b. If the Gross Gain Amount for the Contract Year is greater than 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.

2. Loss scenario

If the medical component of the Capitation Rate Payment as set forth in **Section 4.6.C.2** is less than Actual Medical Expenditures as set forth in **Section 4.7.C.3**, then the Contractor will be in a “Loss for the Contract Year”, with the “Gross Loss Amount for the Contract Year” defined as the difference between the Medical Component of the Capitation Rate Payment and the Actual Medical Expenditures. The Contractor and EOHHS will share the Gross Loss Amount for the Contract Year as set forth below:

- a. If the Gross Loss Amount for the Contract Year is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.
- b. If the Gross Loss Amount for the Contract Year is greater than 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.