

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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<b>CONTRACTOR LEGAL NAME:</b> Boston Medical Center Health Plan, Inc. <b>(and d/b/a):</b> WellSense Health Plan		<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office of Health and Human Services <b>MMARS Department Code:</b> EHS	
<b>Legal Address: (W-9, W-4):</b> 529 Main St., Ste. 500, Charlestown, MA, 02129		<b>Business Mailing Address:</b> One Ashburton Place, 11 <sup>th</sup> Fl., Boston, MA 02108	
<b>Contract Manager:</b> Nelie Lawless	<b>Phone:</b> 617-791-9346	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> Nelie.Lawless@wellsense.org	<b>Fax:</b>	<b>Contract Manager:</b> Alejandro Garcia Davalos	<b>Phone:</b> 617-838-3344
<b>Contractor Vendor Code:</b> VC7000072388		<b>E-Mail:</b> Alejandro.E.GarciaDavalos@mass.gov	
<b>Vendor Code Address ID (e.g., "AD001"):</b> AD001. <b>(Note: The Address ID must be set up for EFT payments.)</b>		<b>MMARS Doc ID(s):</b> N/A	
<b>RF/Procurement or Other ID Number:</b> BD-17-1039-EHS01-EHS01-10209			
<input type="checkbox"/> <b>NEW CONTRACT</b>  <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes all Grants - <a href="#">815 CMR 2.00</a> ) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b>  Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <b>December 31, 2027</b> . Enter <b>Amendment Amount:</b> \$ <u>no change</u> . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</b> <input checked="" type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception</b> (Attach authorizing language/justification and updated scope and budget)	
<b>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:</b> (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:</b> (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"/> <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 <b>new</b> 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 <b>accelerated</b> 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.)  This <b>Amendment 2A to the Sixth Amended and Restated MCO Contract</b> with Boston Medical Center HealthNet Plan deletes and replaces Attachment 1 effective January 1, 2024.			
<b>ANTICIPATED START DATE:</b> (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 <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <b>January 1, 2024</b> , 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 _____, 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>December 31, 2027</b> , 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 <b>"Effective Date"</b> 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: <u>Heather Thiltgen</u> , Date: <u>4/30/2024</u> . (Signature and Date Must Be Captured At Time of Signature)  Print Name: <u>Heather Thiltgen</u> Print Title: <u>WellSense Health Plan President</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: <u>Mike Levine</u> , Date: <u>05/07/2024</u> . (Signature and Date Must Be Captured At Time of Signature)  Print Name: <u>Mike Levine</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

**AMENDMENT #2A**  
**TO THE**  
**SIXTH AMENDED AND RESTATED**  
**MASSHEALTH MANAGED CARE ORGANIZATION CONTRACT**  
**WITH**  
**BOSTON MEDICAL CENTER HEALTH PLAN, INC.**

**WHEREAS**, the Executive Office of Health and Human Services (“EOHHS”) and Boston Medical Center Health Plan, Inc. (“Contractor”) entered into the Contract effective October 2, 2017, and with an Operational Start Date of March 1, 2018, to make available high quality, coordinated, comprehensive health care services on a capitated basis to specific eligible groups;

**WHEREAS**, EOHHS and the Contractor last amended and restated the Contract effective January 1, 2024, (the Sixth Amended and Restated Managed Care Organization Contract);

**WHEREAS**, EOHHS and the Contractor amended the Contract through Amendment #1 (January 1, 2024) and Amendment #2 (January 1, 2024);

**WHEREAS**, in accordance with **Section 5.9** of the Contract, EOHHS and the Contractor desire to amend the Contract effective January 1, 2024; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Contractor and EOHHS agree as follows:

1. **Attachment 1, Special Kids Special Care Program**, is hereby deleted and replaced with the attached **Attachment 1**.

**ATTACHMENT 1**  
**Special Kids Special Care Program**

**EXHIBITS:**

Exhibit A: Criteria to Participate in the SKSC Program

Exhibit B: Cities and Towns in each Region for SKSC Program

Exhibit C: SKSC Capitation Rate and Risk Sharing Arrangement Information

Exhibit D: SKSC Capitation Rates for Contract Year 2020

## **SECTION 1. DEFINITIONS**

The following terms shall have the meaning stated as described hereunder, unless the context clearly indicates otherwise. Other capitalized terms shall have the meanings set forth in the MCO Contract.

**Attachment 1:** this Attachment for the Special Kids Special Care Program.

**Child in the Care or Custody of the Massachusetts Department of Children and Families (DCF):** a child placed in the custody of DCF through court order or through adoption surrender.

**Complex Care Management:** the implementation of individualized Care Management services to Enrollees with complex health care needs (physical, behavioral health and/or social) as defined in Attachment 1. Complex Care Management shall be consistent with the care delivery, care coordination, and care management requirements set forth in **Section 2.5** and **Section 2.6** of the MCO Contract.

**Complex Care Management Coordinator (CCMC):** the individual with primary responsibility for coordinating and managing all aspects of a SKSC Enrollee's Complex Care Management needs. The Complex Care Management Coordinator position may be assumed by a Pediatric Nurse Practitioner, a Physician's Assistant, or by a Registered Nurse who shall be supervised by a Pediatric Nurse Practitioner.

**DCF Caseworker:** an individual, employed by DCF or one of its contracted provider agencies, who assists DCF clients and their families access necessary social, educational, medical, and other services.

**DCF Health and Medical Services Team (HMST):** a multidisciplinary team that supports the medical and healthcare needs of children in DCF care or custody across the state; provides assistance and consultation to DCF staff statewide; identifies healthcare and medical issues that need to be addressed through DCF policy and practice and works with DCF staff to develop, revise, and implement policies and procedures; and collaborates with DCF staff and medical practitioners to help ensure that children receive all necessary primary and specialty care in the most appropriate setting.

**Disenrollment Date:** up to 11:59 p.m. on the last day, as determined by EOHHS, on which the Contractor is responsible for providing services under Attachment 1 to a SKSC Enrollee.

**Enrollment Date:** as of 12:01 a.m. on the first day, as determined by EOHHS, on which the Contractor is responsible for providing services under Attachment 1 to a SKSC Enrollee.

**EOHHS Liaison:** an employee of EOHHS assigned to oversee the management of the SKSC Program.

**Individual Care Plan (ICP):** a holistic individualized plan of care (i.e., to include medical, behavioral health, and social needs) developed by the SKSC Enrollee's Complex Care Management Coordinator, in collaboration with the DCF Caseworker, Enrollee's PCP, and any additional health care providers.

**MCO Contract:** the contract between EOHHS and the Contractor, to which this Attachment 1 is an attachment, and any amendments thereto, for the provision of managed care services to MassHealth Members through the Contractor's Plan.

**MCO SKSC Covered Services:** those services which are required to be provided by the Contractor as specified in Appendix C to the MCO Contract.

**Non-MCO SKSC Covered Services:** those services which are coordinated by the Contractor, but are provided by EOHHS on a fee-for-service basis as specified in Appendix C to the MCO Contract).

**Rating Category (RC) VI:** the Rating Category to which SKSC Enrollees are assigned.

**Reassessment:** an ongoing evaluation process conducted by EOHHS to determine if a SKSC Enrollee continues to meet the medical criteria in **Exhibit A** to remain in the SKSC Program.

**Reassessment Date:** the date assigned by EOHHS identifying when to reevaluate a SKSC Enrollee's continued medical need for the SKSC Program.

**Region:** one of two EOHHS designated geographical regions of the state.

- **Western Region:** Springfield, Holyoke, and all the cities and towns west of the Springfield/Holyoke area as listed in **Exhibit B**.
- **Eastern Region:** All cities and towns east of the Springfield/Holyoke area as listed in **Exhibit B**.

**Referral:** a written request submitted to EOHHS, in a form and format determined by EOHHS, for the purpose of evaluating a child's medical needs and appropriateness for services through the SKSC Program.

**SKSC Capitation Rate or RC VI Rate (or Capitation Rate, as appropriate depending on context):** a per-SKSC Enrollee per month fee paid prospectively by EOHHS to the Contractor based on a defined set of MCO SKSC Covered Services. The Capitation Rate shall be comprised of a Medical Component and Administrative Component. See **Exhibit C**.

**SKSC Case Review Team (CRT) Meeting:** a monthly clinically-focused meeting comprised of EOHHS, DCF, and the Contractor to conduct case reviews of certain SKSC Enrollees for facilitation of ongoing care planning, collaboration, and problem-solving specific to a SKSC Enrollee.

**SKSC Estimated Capitation Payment (ECP):** a prospective monthly payment made by EOHHS to the Contractor based on the number of days in the month and an estimation of the number of member months multiplied by the applicable per Enrollee per month SKSC Capitation Rate.

**SKSC Enrollee (or Enrollee, as appropriate depending on context):** an individual who meets the criteria in **Exhibit A** and is an Enrollee in the SKSC Program enrolled in the Contractor's Plan under RC VI.

**SKSC Enrollee's Family:** as identified by DCF and as determined by the SKSC Enrollee's placement, certain individuals from the following placement options. For the purposes of this Contract, an SKSC Enrollee's Family may also include his or her biological family, if determined appropriate by DCF:

- **Adoptive Home:** an individual or family licensed by DCF to provide care for and adopt a Child in DCF custody.
- **Contracted Foster Home:** an individual or family licensed by a state-licensed placement agency to provide care for a child and who has provided, is providing, or will be providing such care to a Child in Care or Custody of DCF under a contract between the licensed placement agency and DCF.
- **Foster Home:** an individual or family licensed by DCF to provide care for a Child in Care or Custody of DCF.
- **Group Home:** a residence designed for latency-aged or adolescent children who have sufficiently internalized controls to be safe in a less staff intensive setting, and may progress to limited unsupervised time in the community. Children who cannot tolerate the intimacy of a family setting or who require a higher level of supervision and intensive clinical treatment than can reasonably be provided in a family setting may require placement in a Group Home program. Children with mental health disabilities, cognitive impairments, pervasive developmental disorders, complex medical problems, or who have significant sight or hearing impairments may also require placement in a Group Home program.
- **Guardian:** the individual, organization, or agency, which has been appointed guardian of the person by a court of the Commonwealth, in accordance with M.G.L. c. 201, or a court of competent jurisdiction in another state.
- **Medical Residence Foster Care:** A service model designed to provide care and treatment supports to children and youth who require intensive medical care management and coordination 24 hours a day, 365 days a year. This service model integrates a higher level of support and greater medically-focused support into the foster home.

**SKSC Enrollee Days (or Enrollee Days, as appropriate depending on context):** the sum of the number of days each SKSC Enrollee is enrolled in the SKSC Program under the Contractor's Plan.

**SKSC High Cost Drugs:** Unless otherwise specified by EOHHS, High Cost Drugs are drugs that have a typical treatment cost greater than \$200,000 per patient per year, an FDA orphan designation, and treat an applicable condition that affects fewer than 20,000 individuals nationwide. See **Section 5.6.D** below.

**Special Kids Special Care (SKSC) Program:** a Complex Care Management program provided to certain medically-eligible Children in the Care or Custody of DCF, the enrollees of which meet the criteria in **Exhibit A** and are assigned to RC VI.

**Urgent Medical Care Plan (UMCP):** A document detailing specific interventions that should be initiated if a SKSC Enrollee has an Emergency Medical Condition or a need for Urgent Care.

## **SECTION 2. MCO CONTRACT**

In addition to the obligations set forth in this **Attachment 1**, the Contractor shall comply with all applicable provisions of the MCO Contract when serving Enrollees in the SKSC Program.

Effective January 1, 2019, the directed payment specified in **Section 2.8.D.6** of the MCO Contract shall not apply when serving Enrollees in the SKSC Program.

## **SECTION 3. CONTRACTOR RESPONSIBILITIES**

### **Section 3.1 SKSC Program Enrollment, Reassessment, and Transition**

#### **A. Enrollment in the SKSC Program**

The Contractor shall notify Members and Enrollees in the SKSC Program, as directed by EOHHS, of a Member's or Enrollee's enrollment into the SKSC Program.

#### **B. Reassessment**

The Contractor shall assist EOHHS with the Reassessment process by providing EOHHS, 28 calendar days before a SKSC Enrollee's Reassessment Date, the following items:

1. The SKSC Enrollee's ICP, current through the date the Contractor submits it to EOHHS;
2. A completed Reassessment Summary Form, to be provided and amended from time to time by EOHHS; and
3. Additional documentation as requested by EOHHS.

C. Transition from the SKSC Program and Assignment to a Rating Category under the MCO Contract as Appropriate

The Contractor shall work with EOHHS, DCF, and other EOHHS- or DCF-identified stakeholders and interested parties to facilitate a smooth transition for SKSC Enrollees from the SKSC Program and the assignment of such Enrollees into a Rating Category under the MCO Contract, as appropriate, in accordance with this section.

1. The Contractor shall prepare a transition plan for the SKSC Enrollee that:
  - a. Includes and documents a consultation with an SKSC Enrollee's Guardian(s) to listen and address any questions or concerns the SKSC Enrollee or his or her Guardian has about the transition;
  - b. Documents aspects of the SKSC Enrollee's current ICP that the SKSC Enrollee or Guardian(s) consider essential to the well-being of the SKSC Enrollee;
2. The Contractor shall, prior to the SKSC Enrollee transitioning from the SKSC Program, direct the SKSC Enrollee and the SKSC Enrollee's Family to EOHHS or its designee for further information about health plan options that the SKSC Enrollee will have after the SKSC transition.
3. The Contractor shall continue to meet its obligations with respect to MCO SKSC Covered Services, Non-MCO SKSC Covered Services, and Complex Care Management for each SKSC Enrollee through each SKSC Enrollee's Disenrollment Date; and
4. If the SKSC Enrollee, upon transition, remains in the Contractor's plan by being transitioned to be an Enrollee of the Contractor's under the MCO Contract, the Contractor shall comply with all continuity of care requirements in **Section 2.4** of the MCO Contract while accounting for the information in the transition plan developed in accordance with this section. This may include, among other things, allowing the Enrollee to continue to see certain providers or to continue working with certain of the Contractor's staff (such as the Complex Care Coordinator).
5. If the SKSC Enrollee, upon transition, enrolls with a different MassHealth-contracted managed care plan, the Contractor shall be available to assist, as appropriate, the SKSC Enrollee's new managed care plan comply with continuity of care requirements in **Section 2.4** of the MCO Contract.

**Section 3.2 SKSC Enrollee Orientation, Materials, and Communications**

The Contractor shall:

- A. Within 2 business days of a SKSC Enrollee's Enrollment Date, unless otherwise approved by EOHHS, ensure that the SKSC Enrollee's Complex Care Management Coordinator



schedules an initial home visit to meet with the SKSC Enrollee's Family. Such home visit shall:

1. Occur prior to the SKSC Enrollee's Care Needs Screening required under the MCO Contract; and
  2. Be used to complete a thorough medical and psychosocial assessment of the SKSC Enrollee to assist the Complex Care Management Coordinator develop such SKSC Enrollee's ICP.
- B. Provide new SKSC Enrollees with Enrollee Information tailored for SKSC Enrollees (e.g., how to access MCO SKSC Covered Services and Non-MCO SKSC Covered Services). Such Enrollee Information shall also include information about:
1. Complex Care Management for SKSC Enrollees, including the role of the Complex Care Management Coordinator, DCF, and the SKSC Enrollee's Family; and
  2. Services provided by DCF that may benefit SKSC Enrollees and their families.
- C. Prepare and distribute educational materials about the SKSC Program to SKSC Enrollees' Families, DCF, and other interested individuals as requested.
- D. Tailor any materials, including its Enrollee handbook and Provider directory, for SKSC Enrollees and SKSC Enrollees' Families, as appropriate or as directed by EOHHS. All materials intended for SKSC Enrollees or SKSC Enrollees' Families shall be subject to pre-approval by EOHHS at its discretion.
- E. Modify or enhance its Member Services Department training in order to effectively educate these individuals about the SKSC Program so that they may appropriately serve SKSC Enrollees and SKSC Enrollees' Families. All such modifications and enhancements shall be subject to EOHHS review and approval at its discretion.

### **Section 3.3 Covered Services and Complex Care Management**

#### **A. Covered Services**

The Contractor shall:

1. Authorize, arrange, coordinate, and provide to SKSC Enrollees, as of each SKSC Enrollee's Enrollment Date, all Medically Necessary MCO SKSC Covered Services listed in **Appendix C**, in accordance with the requirements in this Attachment 1 and the MCO Contract;
2. Coordinate the provision, as of each SKSC Enrollee's Enrollment Date, of all Non-MCO SKSC Covered Services listed in **Appendix C**, in accordance with the requirements in this Attachment 1 and the MCO Contract; and

3. Regularly evaluate, as it determines appropriate or as directed by EOHHS or DCF, the needs of SKSC Enrollees to ensure they are receiving appropriate services.

#### B. Complex Care Management

The Contractor shall:

1. Provide SKSC Enrollees with all components described in **Section 2.5** and **Section 2.6** of the MCO Contract as appropriate to address their Complex Care Management needs; provided, however, that the Contractor shall develop and maintain an Individualized Care Plan for each SKSC Enrollee which shall incorporate the MassHealth-required Care Needs Screening;
2. Regularly evaluate, as it determines appropriate or as directed by EOHHS or DCF, the needs of SKSC Enrollees to ensure their Complex Care Management needs are being addressed; and
3. Develop policies and procedures for care delivery, care coordination, and care management in a manner to effectively accommodate SKSC Enrollees and their relationship with DCF. Such policies and procedures shall be subject to EOHHS review and pre-approval and shall include components for;
  - a. Communicating regularly with DCF to allow for DCF to better coordinate services that are not MCO SKSC Covered Services or services otherwise covered by MassHealth that it may provide to SKSC Enrollees and SKSC Enrollees' Families;
  - b. Providing original and updated copies of a SKSC Enrollee's ICP upon any changes to the ICP and at minimum on a quarterly basis, to such SKSC Enrollee's Family, DCF, other relevant providers involved with the SKSC Enrollee's care, and EOHHS;
  - c. Developing an Urgent Medical Care Plan (UMCP) consistent with DCF policies and procedures to address a SKSC Enrollee's unique care needs, and reviewing and modifying the UMCP as needed but at least annually;
    - 1) The UMCP shall include interventions that should be initiated if such SKSC Enrollee has an Emergency Medical Condition or a need for Urgent Care.
    - 2) The Contractor shall provide original and updated copies, if any, of a SKSC Enrollee's UMCP to DCF and such SKSC Enrollee's Family and PCP.
  - d. Providing an exclusive telephone number that SKSC Enrollees may call for after-hours, urgent care from an on-call clinician when their Complex Care Management Coordinators are unavailable. The Contractor shall ensure these on-call clinicians have access to the most recent versions of SKSC Enrollees' ICPs and UMCPs; and

- e. Ensuring Discharge Planning, in accordance with the provisions set forth in the MCO Contract, is coordinated by the SKSC Enrollee's Complex Care Management Coordinator, and includes DCF, the SKSC Enrollee's Family and PCP, and the Contractor's clinical staff.

C. Complex Care Management Coordinator

The Contractor shall assign each SKSC Enrollee a Complex Care Management Coordinator, who shall coordinate and manage, for his or her assigned SKSC Enrollees, as described in this **Attachment 1**:

- 1. The provision of SKSC MCO Covered Services; and
- 2. Care delivery, care coordination, and care management to address the SKSC Enrollee's Complex Care Management needs.

**Section 3.4 Management of the SKSC Program**

The Contractor shall:

- A. Maintain adequate staffing for the SKSC Program, including but not limited to an appropriate number of Complex Care Management Coordinators. The Contractor shall also identify key personnel responsible for managing the SKSC Program.
- B. Provide regular training for personnel about the SKSC Program, the capacities necessary to serve SKSC Enrollees, and common issues and solutions related to the SKSC Program.
- C. Develop and maintain policies and procedures addressing the following matters, all of which are subject to EOHHS review:
  - 1. The determination of when it is appropriate to suggest to EOHHS that the SKSC Program is no longer suitable for an SKSC Enrollee;
  - 2. The collaboration with other departments within the Contractor's organization and with other organizations and interested individuals, including Primary Care Providers, in supporting SKSC Enrollees' needs. These shall include strategies for collaborating with a SKSC Enrollee's school, for example, when a SKSC Enrollee has an Individualized Education Plan (IEP); and
  - 3. The process for, and frequency of, evaluating a SKSC Enrollees' needs and ensuring they are receiving appropriate services and that their Complex Care Management needs are being addressed.
- D. Manage Material Subcontractors, if any, in accordance with the MCO Contract. Any other matters related to Material Subcontractors or other subcontractors shall also be handled in accordance with the requirements set forth in the MCO Contract.

- E. Provide EOHHS with data, information and reports regarding SKSC enrollment and SKSC Enrollees, as specified by EOHHS and in a form and format and at a frequency specified by EOHHS.

### **Section 3.5 Provider Network**

The Contractor shall:

- A. Maintain a Provider Network with capacities, expertise, and specialties sufficient to meet SKSC Enrollees' needs, as determined by EOHHS. With respect to such Provider Network, the Contractor shall meet all requirements set forth in the MCO Contract related to Providers and Network requirements;
- B. Include as Providers in its Provider Network all network providers in its Provider Network under the MCO Contract;
- C. Use best efforts to maintain continuity of care for new SKSC Enrollees by, in addition to satisfying the continuity of care requirements in the MCO Contract:
  - 1. If the new SKSC Enrollee's PCP is part of the Provider Network, assisting the SKSC Enrollee, the SKSC Enrollee's Family, and DCF to:
    - a. Determine if the SKSC Enrollee's current PCP is appropriate given the SKSC Enrollee's needs; and
    - b. Select a new PCP within the Provider Network if the SKSC Enrollee, SKSC Enrollee's Family, and DCF wish to change PCPs.
  - 2. If the new SKSC Enrollee's PCP is not part of the Provider Network:
    - a. Recruiting a new SKSC Enrollee's PCP, if not already a Network Provider, to join its Provider Network. ; and
    - b. If the Contractor and such PCP cannot agree on contractual terms for the PCP to be a part of the Provider Network or such PCP declines to join the Provider Network, assisting the SKSC Enrollee, SKSC Enrollee's Family, and DCF in selecting a new PCP within the Provider Network. The Contractor may enter into an out-of-network agreement with the SKSC Enrollee's current PCP, as appropriate, to ensure continuity of care until a new PCP within the Provider Network is selected.
- D. Modify or enhance its Provider education in order to effectively inform these individuals about the SKSC Program so that they may appropriately serve SKSC Enrollees and SKSC Enrollees' Families. All such modifications and enhancements shall be subject to EOHHS review and pre-approval.

- E. To ensure that SKSC Enrollees have access to PCPs with appropriate skills and experience with SKSC Enrollees and, as appropriate, with prior relationships with SKSC Enrollees, the Contractor may contract with such PCPs regardless of such PCPs' participation with other MassHealth managed care plans and EOHHS shall permit such PCPs to contract with the Contractor for this purpose.

### **Section 3.6 Reporting**

The Contractor shall, at a frequency and in a form and format specified by EOHHS, report to EOHHS on utilization under this **Attachment 1** and on other matters as further directed by EOHHS.

### **Section 3.7 Contract Readiness**

The Contractor shall, at the request of EOHHS:

- A. Demonstrate to EOHHS's satisfaction that the Contractor and its Material Subcontractors, if any, are ready and able to meet all requirements in this Attachment 1 no later than 15 business days prior to the Contract Effective Date;
- B. Provide to EOHHS or its designee, access to all facilities, sites, and locations at which one or more services or functions required under this Attachment 1 occurs or is provided;
- C. Provide to EOHHS or its designee, access to all information, materials, or documentation pertaining to the provision of any service or function required under this Attachment 1 within five business days of receiving the request; and
- D. Provide EOHHS with a Remedy Plan within five business days after being informed of any deficiency EOHHS identifies. EOHHS, may, in its discretion, modify or reject any such Remedy Plan, in whole or in part.

## **SECTION 4. EOHHS RESPONSIBILITIES**

### **Section 4.1 SKSC Program Enrollment, Reassessment and Transition**

- A. Enrollment

EOHHS shall:

- 1. Determine whether the Member or Enrollee referred to EOHHS meets the requirements to participate in the SKSC Program as set forth in **Exhibit A** to this **Attachment 1**.

2. If EOHHS determines a Member is eligible to participate in the SKSC Program and such Member resides in a Region for which the Contractor is contracted to serve SKSC Enrollees, EOHHS shall enroll the Member in the Contractor's Plan as a SKSC Enrollee and therefore in RC VI for an initial period of no longer than two years.

B. Reassessment

EOHHS shall conduct and issue a decision with respect to Reassessments of each SKSC Enrollee on or before such SKSC Enrollee's Reassessment Date and shall notify the Contractor and DCF HMST of the result of each Reassessment on or before the date on which the SKSC Enrollee's initial enrollment in the SKSC Program is scheduled to end. At each Reassessment, EOHHS shall approve continued enrollment of a SKSC Enrollee for no longer than two years.

C. Transition from the SKSC Program and Assignment to a Rating Category under the MCO Contract as Appropriate

1. EOHHS shall disenroll a SKSC Enrollee from the SKSC Program, as appropriate if:
  - a. A SKSC Enrollee no longer meets the criteria described in **Exhibit A** of the **Attachment 1**;
  - b. A SKSC Enrollee is no longer a Child in the Care or Custody of DCF, and does not meet all of the following criteria:
    - 1) Such SKSC Enrollee remains classified by DCF as an "Open Case";
    - 2) Such SKSC Enrollee meets all criteria set forth in **Exhibit A** of the Contract; and
    - 3) Such SKSC Enrollee's legal guardian wants such SKSC Enrollee to remain enrolled in the SKSC Program.
  - c. A SKSC Enrollee moves to a geographic area not located in the Contractor's Regions;
  - d. A SKSC Enrollee reaches his or her twenty-second birthday; or
  - e. A SKSC Enrollee loses MassHealth eligibility.
2. EOHHS shall ensure that each SKSC Enrollee's Transition Date is no longer than 30 calendar days from the date on which an event described above occurs, unless extenuating circumstances warrant extending this time period and the extension is agreed to by EOHHS and the Contractor.

3. Upon the SKSC Enrollee's disenrollment, the Contractor shall not be required to maintain a contract with the former SKSC Enrollee's PCP if that PCP is not otherwise a Provider in the Contractor's Provider Network under its MCO Contract or one if its Accountable Care Partnership Plan contract(s).

#### **Section 4.2 EOHHS Liaison**

EOHHS shall assign a designated staff member to be the EOHHS Liaison for the SKSC Program, who shall serve as the key contact person for this **Attachment 1** and shall assist with the overall management of the SKSC Program as EOHHS determines appropriate.

#### **Section 4.3 Contract Readiness**

In addition to the Contract Readiness requirements in the MCO Contract, EOHHS may, at its discretion, conduct a Readiness Review of each Contactor for this Attachment 1 that may include, at a minimum, one on-site review. This review shall be conducted prior to enrollment of Members into the Contractor's Plan, and at other times during the Contract period at the discretion of EOHHS. EOHHS will conduct the Readiness Review to verify the Contractor's assurances that the Contractor is ready and able to meet its obligations under **Attachment 1**.

### **SECTION 5. PAYMENT AND FINANCIAL PROVISIONS**

#### **Section 5.1 Limited Incorporation of Section 4 of the MCO Contract**

**Section 4** of the MCO Contract shall apply to this **Attachment 1** as specified in this **Section 5**.

#### **Section 5.2 Rating Category VI**

Subject to all required federal approvals, EOHHS shall pay the Contractor, in accordance with **Section 5** of this **Attachment 1**, for providing MCO SKSC Covered Services to SKSC Enrollees (also referred to as Enrollees in RC VI). SKSC Enrollees are eligible for MCO SKSC and Non-MCO SKSC Covered Services as described in **Appendix C**.

#### **Section 5.3 Payment Methodology**

- A. EOHHS shall make payment to the Contractor for MCO SKSC Covered Services provided under this **Attachment 1**, in accordance with the payment provisions in this **Section 5** and the SKSC Capitation Rates contained in **Exhibit C** to this **Attachment 1**.
- B. SKSC Capitation Rates for Contract Year 2018
  1. In Contract Year 2018, beginning on the Contract Operational Start Date, SKSC Capitation Rates for SKSC Enrollees shall be Actuarially Sound, in accordance with 42 CFR 438.4.

2. These SKSC Capitation Rates shall be Region-specific for each of the two Regions.
3. SKSC Capitation Rates shall be incorporated into **Exhibit C** to this **Attachment 1** and shall be comprised of the Medical Component of the SKSC Capitation Rate and the Administrative Component of the SKSC Capitation Rate. The Administrative Component of the SKSC Capitation Rate shall reflect the cost of administering medical benefits, underwriting gain, care management, and any other non-medical costs.

C. SKSC Capitation Rates for Subsequent Contract Years

1. After the first Contract Year, EOHHS shall annually develop the SKSC Capitation Rate in each Region, or statewide, as determined appropriate by EOHHS. EOHHS intends that the SKSC Capitation Rate shall be consistent for all MCOs contracted to provide services under the SKSC Program. However, EOHHS may provide a different SKSC Capitation Rate to an MCO, in EOHHS' discretion, to account for other unique circumstances.
2. EOHHS shall meet with the Contractor annually, upon request, to explain the SKSC Capitation Rates.
3. Prior to the beginning of the Contract Year, EOHHS shall incorporate, by amendment, the SKSC Capitation Rates by Region into **Exhibit C** of this **Attachment 1**; provided, however, that EOHHS may amend the SKSC Capitation Rates at such other times as may be necessary as determined by EOHHS, or as a result of changes in federal or state law, including but not limited to, to account for changes in eligibility, covered services, or copayments.

D. Failure to Accept Base Capitation Rates

1. In the event that the Contractor does not accept the SKSC Capitation Rates for the new Contract Year at a minimum of 21 days prior to the first day of the new Contract Year, EOHHS will continue to pay the Contractor the current year's SKSC Capitation Rates and the Contractor shall accept such payment as payment in full under the Contract subject to paragraphs a. and b. below. EOHHS may also halt enrollment into the SKSC Program and therefore halt all new SKSC Enrollee assignments to the Contractor's Plan until the Contractor accepts the SKSC Capitation Rates offered by EOHHS.
  - a. In the event that the prior year's SKSC Capitation Rates are higher than SKSC Capitation Rates for the new Contract Year that the Contractor ultimately accepts, EOHHS may recoup the higher Capitation Payments made during the interim rate period.
  - b. In the event that the prior year's SKSC Capitation Rates are lower than the SKSC Capitation Rates for the new Contract Year and the Contractor does not accept



the SKSC Capitation Rates offered by EOHHS by the beginning of the new Contract Year, EOHHS will not retroactively adjust the SKSC Capitation Rates for the interim rate period.

- c. In the event that the Contractor does not accept the SKSC Capitation Rates for the new Contract Year within sixty (60) days following the end of the prior Contract Year, EOHHS or Contractor may amend the MCO Contract to remove this **Attachment 1** and all other obligations for the Contractor to serve SKSC Enrollees.
2. If the Contractor does not accept the SKSC Capitation Rates, EOHHS or Contractor may amend the MCO Contract to remove this **Attachment 1** and all other obligations for the Contractor to serve SKSC Enrollees. In such a case, the Contractor shall be obligated to continue to provide services under this **Attachment 1** to SKSC Enrollees until such time as all SKSC Enrollees are disenrolled from the Contractor's Plan in accordance with **Section 5.6.H** of the MCO Contract. The Contractor shall accept the SKSC Capitation Rates in accordance with **Section 5.3.E** above, adjusted by EOHHS as it determines necessary to account for changes in eligibility, services under this **Attachment 1** or cost sharing, as payment in full for services delivered to SKSC Enrollees under this **Attachment 1** during such time.

E. Estimated Capitation Payment Process

1. EOHHS shall make Capitation Payments for Enrollees in each Rating Category (RC) VI Region as follows:
  - a. For each RC VI Region, EOHHS shall calculate an estimated full month Capitation Payment on or about the third Friday of the month preceding the Payment Month based on estimated enrollment data for the Payment Month.
  - b. For Enrollees for whom EOHHS has assigned a specific disenrollment date due to a qualifying event within the Payment Month, EOHHS shall make a prorated Estimated Capitation Payment to the Contractor. The prorated Estimated Capitation Payment will equal:
    - 1) the monthly Capitation Rate multiplied by,
    - 2) the number of days in the Payment Month that the member is enrolled up to and including the disenrollment date of the qualifying event divide by,
    - 3) the total number of days in the Payment Month.
2. The Contractor shall be responsible for providing MCO SKSC Covered Services to such SKSC Enrollees as of the Effective Day of Enrollment in accordance with **Section 3.3** of this **Attachment 1**.

F. Non-Medical Programs and Services

**Section 4.2.H** of the MCO Contract is hereby incorporated by reference.

G. Indian Enrollees and Indian Health Care Providers

**Section 4.2.I** of the MCO Contract is hereby incorporated by reference. “MCO Covered Services” shall be read as meaning “MCO SKSC Covered Services”.

H. Suspension of Payments

**Section 4.2.J** of the MCO Contract is hereby incorporated by reference.

I. Non-Payment and Reporting of Provider Preventable Conditions

**Section 4.2.K** of the MCO Contract is hereby incorporated by reference.

**Section 5.4 Adjustments or Additions to Payments**

A. Health Insurer Provider Fee Adjustment

In accordance with CMS guidance, to account for the portion of the Contractor’s Health Insurer Provider Fee under Section 9010 of the ACA (the HIPF) that is allocable to MassHealth premiums, if the Contractor is subject to such HIPF:

1. Each year, the Contractor shall provide EOHHS with information about the Contractor’s HIPF, as requested by EOHHS, including but not limited to the bill the Contractor receives from the U.S. Internal Revenue Service.
2. EOHHS shall calculate and perform an adjustment set forth in **Exhibit C** to this **Attachment 1** to the Contractor’s SKSC Capitation Rates to account for the portion of the Contractor’s HIPF that is allocable to MassHealth premiums and, subject to federal financial participation, for the tax liability related to the HIPF, if applicable.
3. If allowed by CMS for a given Calendar Year, such adjustment shall be a retroactive one-time adjustment made as a single payment on or after October 1 of the following Calendar Year.

**Section 5.5 Payment Reconciliation Process**

A. Enrollment-related Reconciliations

1. EOHHS shall perform the following monthly reconciliations with a lookback period determined by EOHHS and adjust Estimated Capitation Payments as below:
  - a. Enrollees Who Change Rating Categories during the Payment Months included in the Lookback Period

EOHHS shall, in the month following the Payment Months in the lookback period, recover from the Contractor the total Estimated Capitation Payment issued to the Contractor for Enrollees who change Rating Categories during any of the Payment Months in the lookback period, and issue a pro-rated monthly capitation payment that reflects the actual number of Enrollee Days in any of the months in the lookback period for each of the affected Rating Categories.

b. Enrollees Who Disenroll During the Payment Month

EOHHS shall, in the month following the Payment Months in the lookback period, recover from the Contractor the total Estimated Capitation Payment issued to the Contractor for Enrollees who disenroll from the Contractor's Plan during the any of the Payment Months in the lookback period and issue a pro-rated monthly capitation payment to reflect the actual number of Enrollee Days in any of the months in the lookback period.

c. Members Who Enroll in the SKSC Program During a Payment Month

For Members who enroll in the Contractor's Plan during the Payment Months in the lookback period but after the Estimated Capitation Payment has been issued to the Contractor for any of such Payment Months in the lookback period, EOHHS shall, in the month following the Payment Month, issue a pro-rated monthly capitation payment to reflect the actual number of Enrollee Days with respect to such Members for any of the Payment Months in the lookback period.

2. EOHHS shall perform an annual reconciliation of the Estimated Capitation Payments to adjust for any enrollment discrepancies not included in the monthly reconciliations with the lookback period determined by EOHHS;
3. EOHHS shall remit to the Contractor the full amount of any underpayments it identifies pursuant to the reconciliations in this section. The Contractor shall remit to EOHHS the full amount of any overpayments identified by EOHHS. Such payments shall be made either through a check or, at the discretion of the EOHHS, through recoupment from future capitation and/or reconciliation payments as described in **Section 4** of the MCO Contract.
  - a. Overpayments - Overpayments shall constitute the amount actually paid to the Contractor for all Rating Category VI in excess of the amount that should have been paid in accordance with EOHHS's reconciliation.
  - b. Underpayments – Underpayments shall constitute the amount not paid to the Contractor for Rating Category VI that should have been paid in accordance with EOHHS's reconciliation.

- B. EOHHS shall perform a Continuing Services Reconciliation in accordance with **Section 4.4.C** of the MCO Contract.

## **Section 5.6 Risk Sharing for the SKSC Program**

### **A. General Requirement**

The Contractor shall participate in any risk-sharing arrangement as directed by EOHHS in each Contract Year.

### **B. General Provisions**

1. The General Provisions in **Section 4.5.B** of the MCO Contract shall apply to risk sharing arrangements in this **Section 5.6** of this **Attachment 1**.
2. Notwithstanding anything to the contrary in this **Attachment 1** or otherwise in the MCO Contract (including any Appendices and amendments thereto), EOHHS will not reprice the Contractor's paid Claims for the purposes of calculating the risk sharing payments set forth in this **Attachment 1**.

### **C. Attachment 1 Overall Risk Sharing Arrangement**

For all Regions, the Contractor and EOHHS shall share risk for the Medical Component of the SKSC Capitation Rate in accordance with the following provisions.

#### **1. Overall Approach**

All payments shall be calculated and determined by EOHHS based on the Contractor's actual medical expenditures relating to SKSC Enrollees, and the Medical Component of the SKSC Capitation Rate aggregated across all Regions.

#### **2. Medical Component of the SKSC Capitation Rate Payment**

EOHHS shall first determine the Medical Component of the SKSC Capitation Rate Payment for the applicable Contract Year in aggregate across all Regions. The Contractor's Medical Component of the SKSC Capitation Rate Payment for the Contract Year shall mean the sum of the Monthly SKSC Capitation Payments actually paid by the EOHHS for each month of the Contract Year for each Region, as determined by EOHHS, less the Administrative Component of such payment utilizing the amount set forth in **Appendix D** to the MCO Contract, per member per month, and less the SKSC Pharmacy – Other High Cost Drug Category of Service related to the SKSC Capitation Payment as set forth in **Section 5.6.D** below:

#### **3. Actual Medical Expenditures**

Sixth Amended and Restated MCO Contract

Attachment 1 – Special Kids Special Care (SKSC) Program

Updated by Amendment 2A

EOHHS shall then determine the Contractor's actual medical expenditures in aggregate across all Regions related to the provision of SKSC MCO Covered Services in **Appendix C** of the MCO Contract for the applicable Contract Year based on the data submitted by the Contractor in accordance with **Section 5.6.B.1** above, and may verify such data in a manner it determines appropriate.

- a. Expenditures shall exclude any and all case management and administrative costs. Actual medical expenditures shall exclude actual SKSC High-Cost drug expenditures relating to all SKSC Enrollees. See **Section 5.6.B.1** above.
  - b. For the report required pursuant to **Section 5.6.B.1** of this **Attachment 1** (and, as a result, **Section 4.5.B** of the MCO Contract), the Contractor shall include 6 months of Claims run-out, including the best estimate of any Claims incurred but not reported (IBNR) for Claims run-out of seven months or greater and any applicable IBNR completion factor. In the event that the above final statement of medical expenditures includes an incurred but not reported (IBNR) completion factor greater than 1% for total medical costs, EOHHS reserves the right to conduct an audit of the Contractor's IBNR methodology.
4. If the Contractor's actual Medical Expenditures, as determined by EOHHS in accordance with the above provisions, in the aggregate is greater than or less than the Medical Component of the Capitation Rate Payment for the Contract Year in aggregate, the Contractor and EOHHS shall share the resulting loss or gain, respectively, in accordance with the corridors set forth in **Exhibit C** to this **Attachment 1**.
  5. EOHHS shall exclude from all calculations related to this risk sharing arrangement the Contractor's reinsurance premiums paid and recovery revenues received if the Contractor chooses to purchase reinsurance

#### D. SKSC High Cost Drug Risk Sharing Arrangement

For all Regions, the Contractor and EOHHS shall share risk for the cost of providing SKSC High Cost Drugs in accordance with the following provisions. SKSC High Cost Drugs shall be as defined in **Section 1** of this **Attachment 1**.

##### 1. Overall Approach

All payments shall be calculated and determined by EOHHS based on the Contractor's:

- a. Actual SKSC High-Cost Drug expenditures relating to all SKSC Enrollees, and
- b. The amount of the Capitation Rate Payment attributed to the SKSC Pharmacy – Other High Cost Drug Category of Service set forth in **Exhibit C** of this

**Attachment 1** aggregated across all Regions. The SKSC Pharmacy – Other High Cost Drug Category of Service set forth in **Exhibit C** of this **Attachment 1** shall be from the Special Kids Special Care Capitation Rate Calculation Sheet (CRCS) and EOHHS shall provide the Contractor with such CRCS.

2. EOHHS will first determine the amount paid to the Contractor by EOHHS for SKSC High Cost Drugs for the Contract Year by multiplying the following:
  - a. The SKSC Pharmacy – Other High-Cost Drug Category of Service, which shall be determined by EOHHS and provided to the Contractor in **Exhibit C** to this **Attachment 1**; by
  - b. The number of Member months determined by EOHHS.
3. EOHHS shall then determine the Contractor’s actual expenditures for SKSC High Cost Drugs in aggregate across all Regions for the applicable Contract Year based on the data submitted by the Contractor, as described in **Section 5.6.B.1** above, and may verify such data in a manner it determines appropriate.
4. If the Contractor’s actual Medical Expenditures for SKSC High Cost Drugs, as determined by EOHHS in accordance with the above provisions, in the aggregate is greater than or less than the amount paid by EOHHS to the Contractor for the provision of SKSC High Cost Drugs for the Contract Year in aggregate, the Contractor and EOHHS shall share the resulting loss or gain, respectively, in accordance with the risk sharing corridors set forth in **Exhibit C** of this **Attachment 1**.

## **Section 5.7 Performance Incentive Arrangements**

- A. The General Provisions in **Section 4.6** of the MCO Contract shall apply to performance incentive arrangements in this **Section 5.7** of this Attachment 1.
- B. Quality Incentive Arrangement
  1. The Provisions in Section 4.6.B of the MCO Contract shall apply to the SKSC Enrollees
- C. Quality and Equity Incentive Program Arrangement
  1. The Provisions in Section 4.6.C of the MCO Contract shall apply to the SKSC Enrollees

## **SECTION 6. ADDITIONAL TERMS AND CONDITIONS**

The Additional Terms and Conditions set forth in **Section 5** of the MCO Contract are incorporated by reference, except as modified below.

### **Section 6.1 Attachment 1 Term**

Sixth Amended and Restated MCO Contract

Attachment 1 – Special Kids Special Care (SKSC) Program

Updated by Amendment 2A

This Contract shall be in effect upon execution and end on December 31, 2027, subject to (1) the Contractor's acceptance of SKSC Capitation Rates as determined by EOHHS under this Contract; (2) the Contractor's satisfactory performance, as determined by EOHHS, of all duties and obligations under this Contract; and (3) the provisions of **Section 5.6** of the MCO Contract; provided, however that EOHHS may extend the Contract in any increments for up to three (3) additional years at the sole discretion of EOHHS, upon terms agreed upon by the parties. EOHHS reserves the right to further extend the Contract for any reasonable increment it determines necessary to complete a subsequent procurement. Extension of the Contract resulting from this RFR is subject to further legislative appropriations, continued legislative authorization, and EOHHS' determination of satisfactory performance.

### **Section 6.2 Termination of Attachment 1 and Continued Obligations of the Parties**

In addition to the terms set forth herein, both parties shall have the rights and obligations set forth in **Section 5.6** of the MCO Contract with respect to termination of and continued obligations under this **Attachment 1**. In addition, EOHHS may terminate this **Attachment 1** if it decides to discontinue the SKSC Program or upon termination or expiration of the MCO Contract.

### **Section 6.3 Key Personnel**

The individuals identified pursuant to **Section 5.3.B.** of the RFR, in addition to other individuals identified by EOHHS as important to the Contractor's management of the SKSC Program, are key personnel. **Section 2.3.A.** of the MCO Contract shall apply with respect to these key personnel.

### **Section 6.4 Conflict of Interest**

In addition to the obligations set forth in **Section 5.3.O** of the MCO Contract, the Contractor shall complete and submit a disclosure form provided by EOHHS in accordance with the time period specified by EOHHS. The Contractor shall complete and submit such disclosure form upon EOHHS request and upon a change to any information the Contractor provides to EOHHS in a submission of such form.

## **EXHIBIT A to ATTACHMENT 1**

### **Criteria to Participate in the Special Kids Special Care (SKSC) Program**

Members and Enrollees may participate in the SKSC Program in the Contractor's Plan under RC VI if a review by EOHHS of application materials and medical documentation shows that the Member satisfies the following criteria:

#### **A. General Criteria**

To participate in the SKSC Program, a Member or Enrollee must:

1. Be a Child in the Care or Custody of DCF;
2. Reside in a Foster Home or other group setting described in **Section 1** of the Contract under "SKSC Enrollee's Family"; provided, however, that a Member is not eligible for enrollment in the SKSC Program if residing in an Adoptive Home or Guardianship Home at the time of such Member's Referral. A Member may reside in an Adoptive Home or Guardianship Home only once the Member is enrolled in the SKSC Program;
3. Be no more than twenty-two years of age;
4. Have MassHealth as the sole payer of health insurance, have MassHealth Standard as a benefit plan, and otherwise be eligible for enrollment in a MassHealth MCO; and
5. Meet the medical criteria listed in **Section B**, below.

#### **B. Medical Criteria**

To participate in the SKSC Program:

1. A Member must be determined by EOHHS to need:
  - a. Complex medical management on a regular basis over a prolonged period of time; and
  - b. Either one of the following:
    - 1) Direct administration of skilled nursing care on a regular basis over a prolonged period of time, requiring complex nursing procedures; or
    - 2) Skilled assessment or monitoring on a regular basis over a prolonged period of time related to an unstable medical condition.



2. A Member's medical documentation must demonstrate that:
  - a. The Member requires complex medical management by a physician or under the supervision of a physician on a regular basis over a prolonged period of time; and
  - b. Either of the following in B.2.b.1) and B.2.b.2) below:
    - 1) The Member requires direct administration of skilled nursing care on a regular basis over a prolonged period of time, requiring complex nursing procedures which may include the need for:
      - a) intermittent bladder catheterization;
      - b) jejunostomy (J) tube, nasojejunal (N/J) tube, nasogastric (N/G) tube, orogastric (O/G) tube, gastrostomy (G) tube feedings;
      - c) ostomy care – ileostomy, colostomy;
      - d) intravenous administration of nutrition or medication;
      - e) care of indwelling catheters;
      - f) monitoring or changing tracheotomy tube;
      - g) ventilator care;
      - h) deep suctioning; or
      - i) other specific nursing care.
    - 2) The Member requires skilled assessment or monitoring on a regular basis over a prolonged period of time related to an unstable medical condition which may include the need for:
      - a) respiratory status (e.g., severe asthma, or tracheomalacia, severe cystic fibrosis, high risk of aspiration);
      - b) cardiac status (e.g., unstable congenital heart disease, arrhythmia, congestive heart failure);
      - c) metabolic status (e.g., brittle diabetes mellitus, severe metabolic disease such as propionic acidemia);
      - d) growth and nutrition (e.g., severe failure to thrive, biliary atresia, end-stage liver disease);

- e) neurological status (e.g., uncontrolled seizures);
- f) oncologic-hematologic status (e.g., active cancer, aplastic anemia, severe sickle cell anemia);
- g) immunologic status (e.g., full-blown AIDS, severe immunodeficiency such as severe combined immunodeficiency syndrome (SCIDS));
- h) renal-genitourinary status (e.g., severe renal failure);
- i) allergic or skin or autoimmune diseases (e.g., severe allergies, ectodermal dysplasia, dermatomyositis);
- j) post-organ transplant;
- k) multisystem disease (e.g., multiple diagnoses which together create a state of medical fragility); or
- l) other assessment or monitoring (specify related diagnosis).

**EXHIBIT B TO ATTACHMENT 1**

**Cities and Towns in Each Region**

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
<b>Eastern</b>	Abington	Abington
	Acton	Acton
	Acushnet	Acushnet
	Amesbury	Amesbury
	Andover	Andover
	Aquinnah	Aquinnah
	Arlington	Arlington
	Ashburnham	Ashburnham
	Ashby	Ashby
	Ashland	Ashland
	Athol	Athol
	Attleboro	Attleboro
	Auburn	Auburn
	Avon	Avon
	Ayer	Ayer
	Barnstable	Barnstable
		Centerville
	Barre	Barre

Region	Official City or Town	USPS Place Name (if used)
	Bedford	Bedford
	Bellingham	Bellingham
	Belmont	Belmont
	Berkley	Berkley
	Berlin	Berlin
	Beverly	Beverly
	Billerica	Billerica
	Blackstone	Blackstone
	Bolton	Bolton
	Boston	Allston
		Boston
		Brighton
		Charlestown
		Dorchester
		East Boston
		Hyde Park
		Jamaica Plain
		Mattapan
		Readville
		Roslindale
		Roxbury

Region	Official City or Town	USPS Place Name (if used)
		West Roxbury
	Bourne	Bourne
		Monument Beach
	Boxborough	Boxborough
	Boxford	Boxford
	Boylston	Boylston
	Braintree	Braintree
	Brewster	Brewster
	Bridgewater	Bridgewater
	Brimfield	Brimfield
	Brockton	Brockton
	Brookfield	Brookfield
	Brookline	Brookline
	Burlington	Burlington
	Cambridge	Cambridge
	Canton	Canton
	Carlisle	Carlisle
	Carver	Carver
	Charlton	Charlton
	Chatham	Chatham
	Chelmsford	Chelmsford

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Chelsea	Chelsea
	Chilmark	Chilmark
	Clinton	Clinton
	Cohasset	Cohasset
	Concord	Concord
	Danvers	Danvers
	Dartmouth	Dartmouth
	Dedham	Dedham
	Dennis	Dennis
	Dighton	Dighton
	Douglas	Douglas
	Dover	Dover
	Dracut	Dracut
	Dudley	Dudley
	Dunstable	Dunstable
	Duxbury	Duxbury
	East Bridgewater	East Bridgewater
	East Brookfield	East Brookfield
	Eastham	Eastham
	Easton	Easton
	Edgartown	Edgartown

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Essex	Essex
	Everett	Everett
	Fairhaven	Fairhaven
	Fall River	Fall River
	Falmouth	Falmouth
	Fitchburg	Fitchburg
	Foxborough	Foxborough
	Framingham	Framingham
	Franklin	Franklin
	Freetown	Freetown
	Gardner	Gardner
	Georgetown	Georgetown
	Gloucester	Gloucester
	Gosnold	Gosnold
	Grafton	Grafton
		North Grafton
	Groton	Groton
	Groveland	Groveland
	Halifax	Halifax
	Hamilton	Hamilton
	Hanover	Hanover

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Hanson	Hanson
	Hanson/Pembroke	Bryantville
	Hardwick	Hardwick
	Harvard	Harvard
	Harwich	Harwich
	Haverhill	Haverhill
	Hingham	Hingham
	Holbrook	Holbrook
	Holden	Holden
	Holland	Holland
	Holliston	Holliston
	Hopedale	Hopedale
	Hopkinton	Hopkinton
	Hubbardston	Hubbardston
	Hudson	Hudson
	Hull	Hull
	Ipswich	Ipswich
	Kingston	Kingston
	Lakeville	Lakeville
	Lancaster	Lancaster
	Lawrence	Lawrence



<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Leicester	Leicester
	Leominster	Leominster
	Lexington	Lexington
	Lincoln	Lincoln
	Littleton	Littleton
	Lowell	Lowell
	Lunenburg	Lunenburg
	Lynn	Lynn
	Lynnfield	Lynnfield
	Malden	Malden
	Manchester-By-The-Sea	Manchester-by-the-Sea
	Mansfield	Mansfield
	Marblehead	Marblehead
	Marion	Marion
	Marlborough	Marlborough
	Marshfield	Marshfield
		Marshfield Hills
	Mashpee	Mashpee
	Mattapoisett	Mattapoisett
	Maynard	Maynard

Region	Official City or Town	USPS Place Name (if used)
	Medfield	Medfield
	Medford	Medford
		West Medford
	Medway	Medway
	Melrose	Melrose
	Mendon	Mendon
	Merrimac	Merrimac
	Methuen	Methuen
	Middleborough	Middleborough
	Middleton	Middleton
	Milford	Milford
	Millbury	Millbury
		West Millbury
	Millis	Millis
	Millville	Millville
	Milton	Milton
	Nahant	Nahant
	Nantucket	Nantucket
	Natick	Natick
	Needham	Needham
	New Bedford	New Bedford

Region	Official City or Town	USPS Place Name (if used)
	New Braintree	New Braintree
	New Salem	New Salem
	Newbury	Newbury
	Newburyport	Newburyport
	Newton	Newton
	Norfolk	Norfolk
	North Andover	North Andover
	North Attleborough	North Attleboro
	North Brookfield	North Brookfield
	North Reading	North Reading
	Northborough	Northborough
	Northbridge	Northbridge
	Norton	Norton
	Norwell	Norwell
	Norwood	Norwood
	Oak Bluffs	Oak Bluffs
	Oakham	Oakham
	Orange	Orange
	Orleans	Orleans
	Oxford	North Oxford
		Oxford

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Paxton	Paxton
	Peabody	Peabody
	Pembroke	Pembroke
	Pepperell	Pepperell
	Petersham	Petersham
	Phillipston	Phillipston
	Plainville	Plainville
	Plymouth	Plymouth
	Plympton	Plympton
	Princeton	Princeton
	Provincetown	Provincetown
	Quincy	Quincy
	Randolph	Randolph
	Raynham	Raynham
	Reading	Reading
	Rehoboth	Rehoboth
	Revere	Revere
	Rochester	Rochester
	Rockland	Rockland
	Rockport	Rockport
	Rowley	Rowley

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Royalston	Royalston
	Rutland	Rutland
	Salem	Salem
	Salisbury	Salisbury
	Sandwich	Sandwich
	Saugus	Saugus
	Scituate	Scituate
	Scituate	Humarock
	Seekonk	Seekonk
	Sharon	Sharon
	Sherborn	Sherborn
	Shirley	Shirley
	Shrewsbury	Shrewsbury
	Somerset	Somerset
	Somerville	Somerville
	Southborough	Southborough
	Southbridge	Southbridge
	Spencer	Spencer
	Sterling	Sterling
	Stoneham	Stoneham
	Stoughton	Stoughton

Region	Official City or Town	USPS Place Name (if used)
	Stow	Stow
	Sturbridge	Sturbridge
	Sudbury	Sudbury
	Sutton	Sutton
	Swampscott	Swampscott
	Swansea	Swansea
	Taunton	Taunton
	Templeton	Templeton
	Tewksbury	Tewksbury
	Tisbury	Tisbury
	Topsfield	Topsfield
	Townsend	Townsend
	Truro	Truro
	Tyngsborough	Tyngsborough
	Upton	Upton
	Uxbridge	Uxbridge
	Wakefield	Wakefield
	Wales	Wales
	Walpole	Walpole
	Waltham	Waltham
	Wareham	Wareham

Region	Official City or Town	USPS Place Name (if used)
	Warren	Warren
	Warwick	Warwick
	Watertown	Watertown
	Wayland	Wayland
	Webster	Webster
	Wellesley	Babson Park
		Wellesley
	Wellfleet	Wellfleet
	Wenham	Wenham
	West Boylston	Oakdale
		West Boylston
	West Bridgewater	West Bridgewater
	West Brookfield	West Brookfield
	West Newbury	West Newbury
	West Tisbury	West Tisbury
	Westborough	Westborough
	Westford	Westford
	Westminster	Westminster
	Weston	Weston
	Westport	Westport
	Westwood	Westwood

Region	Official City or Town	USPS Place Name (if used)
	Weymouth	Weymouth
	Whitman	Whitman
	Wilmington	Wilmington
	Winchendon	Winchendon
	Winchester	Winchester
	Winthrop	Winthrop
	Woburn	Woburn
	Worcester	Worcester
	Wrentham	Sheldonville
		Wrentham
<b>Western</b>	Adams	Adams
	Agawam	Agawam
	Alford	Alford
	Amherst	Amherst
	Ashfield	Ashfield
	Becket	Becket
	Belchertown	Belchertown
	Bernardston	Bernardston
	Blandford	Blandford
	Buckland	Buckland
	Charlemont	Charlemont



<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Cheshire	Cheshire
	Chester	Chester
	Chesterfield	Chesterfield
	Chicopee	Chicopee
	Clarksburg	Clarksburg
	Colrain	Colrain
	Conway	Conway
	Cummington	Cummington
	Dalton	Dalton
	Deerfield	Deerfield
	East Longmeadow	East Longmeadow
	Easthampton	Easthampton
	Egremont	Egremont
	Erving	Erving
	Florida	Florida
	Gill	Gill
	Goshen	Goshen
	Granby	Granby
	Granville	Granville
	Great Barrington	Great Barrington
		Housatonic

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Greenfield	Greenfield
	Hadley	Hadley
	Hampden	Hampden
	Hancock	Hancock
	Hatfield	Hatfield
	Hawley	Hawley
	Heath	Heath
	Hinsdale	Hinsdale
	Holyoke	Holyoke
	Huntington	Huntington
	Lanesborough	Lanesborough
	Lee	Lee
	Lenox	Lenox
	Leverett	Leverett
	Leyden	Leyden
	Longmeadow	Longmeadow
	Ludlow	Ludlow
	Middlefield	Middlefield
	Monroe	Monroe
	Monson	Monson
	Montague	Montague

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Monterey	Monterey
	Montgomery	Montgomery
	Mount Washington	Mount Washington
	New Ashford	New Ashford
	New Marlborough	New Marlborough
	North Adams	North Adams
	Northampton	Northampton
	Northfield	Northfield
	Otis	Otis
	Palmer	Palmer
	Pelham	Pelham
	Peru	Peru
	Pittsfield	Pittsfield
	Plainfield	Plainfield
	Richmond	Richmond
	Rowe	Rowe
	Russell	Russell
	Sandisfield	Sandisfield
	Savoy	Savoy
	Sheffield	Sheffield
	Shelburne	Shelburne

<b>Region</b>	<b>Official City or Town</b>	<b>USPS Place Name (if used)</b>
	Shutesbury	Shutesbury
	South Hadley	South Hadley
	Southampton	Southampton
	Southwick	Southwick
	Springfield	Springfield
	Stockbridge	Stockbridge
	Sunderland	Sunderland
	Tolland	Tolland
	Tyringham	Tyringham
	Ware	Ware
	Wendell	Wendell
	West Springfield	West Springfield
	West Stockbridge	West Stockbridge
	Westfield	Westfield
	Whately	Whately
	Wilbraham	Wilbraham
	Williamsburg	Williamsburg
	Williamstown	Williamstown
	Windsor	Windsor
	Worthington	Worthington

**EXHIBIT C TO ATTACHMENT 1**

**SKSC CAPITATION RATES AND RISK SHARING ARRANGEMENT INFORMATION**

**RATE YEAR 2024**

Listed below are the Per Member Per Month (PMPM) SKSC Capitation Rates for Rate Year 2024 (January 1, 2024, through December 31, 2024), subject to state appropriation and all necessary federal approvals. For Rate Year 2024, EOHHS has determined that a statewide rate is appropriate; therefore, the rates for the Eastern and Western Regions are the same.

<b><u>SKSC Capitation Rates / RC VI Rates</u></b>		
<b><u>January 1, 2024 – December 31, 2024</u></b>		
<b><u>MEDICAL COMPONENT</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>	<b><u>TOTAL BASE CAPITATION RATE</u></b>
<b><u>(per member per month)</u></b>	<b><u>(per member per month)</u></b>	<b><u>(per member per month)</u></b>
\$16,816.97	\$1,122.38	\$17,939.35

**SKSC RISK SHARING ARRANGEMENTS**

**Attachment 1 Overall Risk Sharing Arrangement (Section 5.6.C)**

The amount of the Gain on the Medical Component of the Capitation Rate Payment for the Contract Year shall be defined as the difference between the Medical Component of the Capitation Rate Payment for the Contract Year and the Contractor's actual medical expenditures for SKSC MCO Covered Services for the Contract Year, if such actual expenditures are less than the Medical Component of the Capitation Rate Payment for the Contract Year. The Gain shall be calculated in aggregate across all Regions.

The amount of the Loss on the Medical Component of the Capitation Rate Payment for the Contract Year shall be defined as the difference between the Medical Component of the Capitation Rate Payment for the Contract Year and the Contractor's actual medical expenditures for SKSC MCO Covered Services for the Contract Year, if such actual expenditures are greater than the Medical Component of the Capitation Rate Payment for the Contract Year. The Loss shall be calculated in aggregate across all Regions.

	<b>EOHHS Share of Gain or Loss</b>	<b>Contractor's Share of Gain or Loss</b>
Portion of Gain or Loss less than or equal to \$100,000	90%	10%
Portion of Gain or Loss greater than \$100,000	100%	0%

**SKSC High Cost Drug Risk Sharing Arrangement (Section 5.6.D)**

The amount of the Gain on the SKSC Pharmacy – Other High Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year shall be defined as the difference between the SKSC High-Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year and the Contractor's actual medical expenditures for SKSC High-Cost Drugs for the Contract Year, if such actual expenditures are less than the SKSC High-Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year. The Gain shall be calculated in aggregate across all Regions.

The amount of the Loss on the SKSC Pharmacy – Other High Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year shall be defined as the difference between the SKSC High-Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year and the Contractor's actual medical expenditures for SKSC High-Cost Drugs for the Contract Year, if such actual expenditures are greater than the SKSC High-Cost Drug Category of Service of the Capitation Rate Payment for the Contract Year. The Loss shall be calculated in aggregate across all Regions.

	<b>EOHHS Share of Gain or Loss</b>	<b>Contractor's Share of Gain or Loss</b>
Portion of Gain or Loss less than or equal to \$100,000	99%	1%
Portion of Gain or Loss greater than \$100,000	100%	0%

Listed below is the SKSC Pharmacy – Other High-Cost Drug Category of Service used for the Risk Sharing Arrangement set forth in **Section 5.6.D** above, on a per member per month (PMPM) basis for Rate Year 2024 (January 1, 2024, through December 31, 2024). This Category of Service represents a portion of the Medical Component of the SKSC Capitation Rate.

<b><u>Effective January 1, 2024 – December 31, 2024</u></b>
<b>SKSC Pharmacy – Other High-Cost Drug Category of Service</b> <b>(per member per month)</b>  \$2,919.71

**EXHIBIT D TO ATTACHMENT 1**

**SKSC CAPITATION RATES AND RISK SHARING ARRANGEMENT INFORMATION FOR CONTRACT  
YEAR 2020**

**Contract Year 3 (2020)**

Listed below are the Per Member Per Month (PMPM) SKSC Capitation Rates for Contract Year 2020 (January 1, 2020, through December 31, 2020) (also referred to as the Rate Year 2020), subject to state appropriation and all necessary federal approvals. For Contract Year 2020, EOHHS has determined that a statewide rate is appropriate; therefore, the rates for the Eastern and Western Regions in the table below are the same.

<b><u>SKSC Capitation Rates / RC VI Rates</u></b>			
<b><u>January 1, 2020 - March 31, 2020</u></b>			
<b><u>REGION</u></b>	<b><u>MEDICAL COMPONENT</u></b>  <b><u>(per member per month)</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>  <b><u>(per member per month)</u></b>	<b><u>TOTAL BASE CAPITATION RATE</u></b>  <b><u>(per member per month)</u></b>
Eastern	\$10,841.39	\$924.30	\$11,765.69
Western	\$10,841.39	\$924.30	\$11,765.69

<b><u>SKSC Capitation Rates / RC VI Rates</u></b>			
<b><u>April 1, 2020 - July 31, 2020</u></b>			
<b><u>REGION</u></b>	<b><u>MEDICAL COMPONENT</u></b>  <b><u>(per member per month)</u></b>	<b><u>ADMINISTRATIVE COMPONENT</u></b>  <b><u>(per member per month)</u></b>	<b><u>TOTAL BASE CAPITATION RATE</u></b>  <b><u>(per member per month)</u></b>



<b>Eastern</b>	<b>\$10,959.59</b>	<b>\$924.30</b>	<b>\$11,883.89</b>
<b>Western</b>	<b>\$10,959.59</b>	<b>\$924.30</b>	<b>\$11,883.89</b>

<u>SKSC Capitation Rates / RC VI Rates</u>			
<u>August 1, 2020 - December 31, 2020</u>			
<u>REGION</u>	<u>MEDICAL COMPONENT</u>  <u>(per member per month)</u>	<u>ADMINISTRATIVE COMPONENT</u>  <u>(per member per month)</u>	<u>TOTAL BASE CAPITATION RATE</u>  <u>(per member per month)</u>
Eastern	\$10,841.39	\$924.30	\$11,765.69
Western	\$10,841.39	\$924.30	\$11,765.69