

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Community Care Cooperative, Inc. (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: (W-9, W-4):</b> 75 Federal St., 7th Floor, Boston, MA 02110		<b>Business Mailing Address:</b> One Ashburton Place, 11th Floor, Boston, MA 02108	
<b>Contract Manager:</b> Christina Severin	<b>Phone:</b> 617-852-4709	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> cseverin@communitycarecooperative.org	<b>Fax:</b>	<b>Contract Manager:</b> Aditya Mahalingam-Dhingra	<b>Phone:</b> 617-573-1812
<b>Contractor Vendor Code:</b> VC0000854728		<b>E-Mail:</b> Aditya.Mahalingam-Dhingra@mass.gov	<b>Fax:</b>
<b>Vendor Code Address ID (e.g., "AD001"):</b> AD001. (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> N/A	
<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> <i>Prior</i> to Amendment: <b>December 31, 2022</b> . Enter <b>Amendment Amount:</b> \$ <b>no change</b> . (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)	
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 <i>new</i> 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 Amendment 3 to the Third Amended and Restated Primary Care ACO Contract with Community Care Cooperative revises rate and policy provisions, as well as updates appendices.			
<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>July 1, 2021</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 _____, 20____, a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>December 31, 2022</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 "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: <u><i>C. Severin</i></u> Date: <b>6/14/2021</b> (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Christina Severin</u>  Print Title: <u>President and CEO</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: <u><i>Daniel Tsai</i></u> Date: <b>6/18/2021</b> (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 #3**  
**TO THE**  
**THIRD AMENDED AND RESTATED**  
**PRIMARY CARE ACCOUNTABLE CARE ORGANIZATION CONTRACT**  
**FOR THE**  
**ACCOUNTABLE CARE ORGANIZATION PROGRAM**

**WHEREAS**, the Executive Office of Health and Human Services (“EOHHS”) and the Contractor identified in **Appendix L** (“Contractor”) entered into the Contract effective August 25, 2017, and with an Operational Start Date of March 1, 2018, to improve the MassHealth Member experience of care, health of the population, and efficiency of the MassHealth program by substantially shifting towards accountable and integrated models of care and to provide comprehensive health care coverage to MassHealth Members; and

**WHEREAS**, EOHHS and the Contractor amended and restated the Contract effective January 1, 2021, (the Third Amended and Restated Primary Care Accountable Care Organization (ACO) Contract), and further amended the Contract through Amendments #1 and #2;

**WHEREAS**, in accordance with **Section 6.13** of the Contract, EOHHS and the Contractor desire to amend the Contract effective July 1, 2021; 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. **Section 2, Contractor Responsibilities**, is hereby amended by renumbering current **Section 2.4.A.1.j** as **Section 2.4.A.1.k** and inserting the following new **Section 2.4.A.1.j**:

“j. The Contractor’s Leadership Contact, who shall serve as the contact person for EOHHS’s Assistant Secretary for MassHealth and as a leadership or escalation point of contact for other MassHealth program staff; and”
2. **Section 2, Contractor Responsibilities**, is hereby amended by inserting the following new **Section 2.11**:

**“Section 2.11 COVID-19 Vaccination Incentive**

  - A. The Contractor shall make best efforts to maximize vaccinations of their members in accordance with the Department of Public Health guidelines. For Contract Year

2021, the Contractor shall receive a COVID-19 Vaccination Incentive Payment as set forth in **Section 4.2.B**, if by July 31, 2021, either:

1. The Contractor has a minimum of eighty percent (80%) of Enrollees residing in certain Massachusetts cities and towns, as further specified by EOHHS, who are fully vaccinated against COVID-19; or
2. Both:
  - a. The Contractor has a minimum of fifty percent (50%) of Enrollees residing in such cities and towns who are fully vaccinated against COVID-19; and
  - b. The Contractor has one of the top four highest percentages of Enrollees fully vaccinated among all MassHealth Accountable Care Partnership Plans (“ACPP”), Managed Care Organizations (“MCO”), and Primary Care Accountable Care Organizations (“PCACO”).

B. For purposes of this section, an Enrollee is considered fully vaccinated if the Enrollee has received all recommended doses of the COVID-19 vaccine regimen for the vaccine administered.”

3. **Section 4, Payment**, is hereby amended by renumbering the first paragraph of **Section 4.2** as “A” and inserting the following new **Section 4.2.B**:

“B. COVID-19 Vaccination Incentive Payment

1. For Contract Year 2021, if the Contractor achieves the vaccination target set forth in **Section 2.11**, EOHHS shall pay the Contractor a vaccination incentive payment of \$500,000.
2. The COVID-19 Vaccination Incentive Payment shall not be included in the risk sharing arrangement calculations set forth in **Section 4.3**.”

4. **Section 4, Payment**, is hereby amended by inserting the following new **Section 4.3.E.2.k**:

“k. For Contract Year 2020, EOHHS may retrospectively add an amount related to rate increases for Inpatient Mental Health Services and Administratively Necessary Days to the Contractor’s TCOC Benchmark.”

5. **Section 4, Payment**, is hereby amended by inserting the following new **Section 4.4**:  
“**Section 4.4 Loss of Program Authority**

Effective January 1, 2021, as required by CMS, should any part of the scope of work

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

6. **Appendix J, Primary Care Providers (PID/SL list for PCP Exclusivity Purposes (Section 2.2.A.1.b))** is hereby deleted in its entirety and replaced with a new **Appendix J** attached hereto.

Community Care Cooperative  
**Appendix J, Primary Care Providers (PID/SL list for PCP Exclusivity Purposes (Section 2.2.A.1.b))**

	<b>PID/SL</b>	<b>PROVIDER NAME</b>	<b>PROVIDER ADDRESS</b>
1	110008592K	ADOLESCENT HEALTH CENTER	11 WILBRAHAM RD STE 2, SPRINGFIELD, MA 01109
2	110008592L	HEALTH SERVICES FOR THE HOMELESS HEALTH CENTER	755 WORTHINGTON ST, SPRINGFIELD, MA 01105
3	110020639B	FAMILY HEALTH CENTER OF WORCESTER, INC	26 QUEEN ST, WORCESTER, MA 01610
4	110020639J	FAMILY HEALTH CENTER SOUTHBRIDGE	29 ORCHARD ST, SOUTHBRIDGE, MA 01550
5	110020639K	FAMILY HEALTH CENTER-HOAP	162 CHANDLER ST, WORCESTER, MA 01609
6	110020739B	FENWAY HEALTH	1340 BOYLSTON ST, BOSTON, MA 02215
7	110020739D	FENWAY SOUTH END	142 BERKELEY STREET, BOSTON, MA 02116
8	110020739H	SIDNEY BORUM JR. HEALTH CENTER	75 KNEELAND ST, BOSTON, MA 02111
9	110020830B	LYNN COMMUNITY HEALTH INC	269 UNION ST, LYNN, MA 01901
10	110020830C	LYNN COMM HLT WESTERN AVE	694 WESTERN AVE, LYNN, MA 01905
11	110020830D	MARKET SQUARE FAMILY HLTH	29 MARKET SQ, LYNN, MA 01905
12	110022061B	EDWARD M KENNEDY COMMUNITY HEALTH CENTER	19 TACOMA ST, WORCESTER, MA 01605
13	110022061E	EDWARD M. KENNEDY CHC, INC.	354 WAVERLY ST, FRAMINGHAM, MA 01702
14	110022061O	EDWARD M KENNEDY COMMUNITY HEALTH CENTER, INC	42 CAPE RD, MILFORD, MA 01757
15	110022129H	EAST BOSTON CHC	10 GOVE STREET, EAST BOSTON, MA 02128
16	110024263B	UPHAMS CORNER HEALTH CTR	500 COLUMBIA RD, DORCHESTER, MA 02125
17	110024306Q	CHARLES RIVER COMMUNITY HEALTH, INC	495 WESTERN AVE, BRIGHTON, MA 02135
18	110024306T	CHARLES RIVER COMMUNITY HEALTH INC	43 FOUNDRY AVE, WALTHAM, MA 02453
19	110026105C	NORTH END WATERFRONT HEALTH	332 HANOVER ST, BOSTON, MA 02113
20	110026105I	NORTH END WATERFRONT HEALTH CHARLESTOWN	15 TUFTS ST, CHARLESTOWN, MA 02129
21	110027773A	HOLYOKE HEALTH CENTER INC	230 MAPLE ST, HOLYOKE, MA 01040
22	110027773B	CHICOPEE HEALTH CENTER	505 FRONT ST, CHICOPEE, MA 01013
23	110027778A	COMMUNITY HEALTH CENTER CAPE COD	107 COMMERCIAL STREET, MASHPEE, MA 02649
24	110027778E	COMMUNITY HEALTH CENTER OF CAPE COD-FALMOUTH	210 JONES RD, FALMOUTH, MA 02540
25	110027778F	COMMUNITY HEALTH CENTER OF CAPE COD-BOURNE	123 WATERHOUSE RD, BOURNE, MA 02532
26	110027797N	COMMUNITY HEALTH CENTER OF FRANKLIN COUNTY	450 WEST RIVER ST, ORANGE, MA 01364

Community Care Cooperative  
Appendix J, Primary Care Providers (PID/SL list for PCP Exclusivity Purposes (Section 2.2.A.1.b))

	PID/SL	PROVIDER NAME	PROVIDER ADDRESS
27	110027797K	COMMUNITY HEALTH CENTER OF FRANKLIN COUNTY, INC.	102 MAIN ST, GREENFIELD, MA 01301
28	110027813A	DIMOCK COMM HEALTH CENTER	55 DIMOCK ST, ROXBURY, MA 02119
29	110027822A	ISLAND HEALTH CARE	245 VINEYARD HAVEN, EDGARTOWN, MA 02539
30	110027863A	WORTHINGTON HEALTH CENTER	58 OLD NORTH RD, WORTHINGTON, MA 01098
31	110027863B	HUNTINGTON HEALTH CENTER	73 RUSSELL ROAD, HUNTINGTON, MA 01050
32	110027863F	JOHN P MUSANTE HEALTH CENTER	70 BOLTWOOD WALK, AMHERST, MA 01002
33	110027881A	SALEM FAMILY HEALTH CENTER	47 CONGRESS ST, SALEM, MA 01970
34	110027881B	PEABODY FAMILY HEALTH CENTER	89 FOSTER ST, PEABODY, MA 01960
35	110027881D	GLOUCESTER FAM HEALTH CTR	302 WASHINGTON ST, GLOUCESTER, MA 01930
36	110028118A	BROCKTON NEIGHBRHD HLT CTR	63 MAIN STREET, BROCKTON, MA 02301
37	110028187A	COMMUNITY HLTH CONNECTIONS	326 NICHOLS RD, FITCHBURG, MA 01420
38	110028187B	CHC GARDNER HEALTH CENTER	175 CONNORS ST, GARDNER, MA 01440
39	110028187D	LEOMINSTER COMMUNITY HCTR	14 MANNING AVE # 402, LEOMINSTER, MA 01453
40	110028187I	ACTION HEALTH SERVICES	130 WATER ST STE 4, FITCHBURG, MA 01420
41	110092155P	SOUTH END COMMUNITY HEALTH CENTER	1601 WASHINGTON ST, BOSTON, MA 02118