



**AMENDMENT 3  
TO THE  
THIRD AMENDED AND RESTATED CONTRACT  
FOR SENIOR CARE ORGANIZATIONS  
BY AND BETWEEN  
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES  
AND  
SENIOR WHOLE HEALTH, LLC**

**WHEREAS**, the Executive Office of Health and Human Services (EOHHS) and Senior Whole Health, LLC (the Contractor) entered into the Third Amended and Restated Contract for Senior Care Organizations (the Contract), effective September 18, 2023, and amended effective December 28, 2023 (Amendment #1) and September 17, 2024 (Amendment #2), to provide medical services to MassHealth members enrolled in the Contractor’s Senior Care Options (SCO) plan; and

**WHEREAS**, in accordance with **Section 5.10** of the Contract, EOHHS and the Contractor wish to amend the Contract to update certain financial requirements and certain program requirements, effective upon execution, unless otherwise stated;

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

1. **Section 2.4** is hereby amended by striking **Section 2.4.D.7** in its entirety and shifting **Sections 2.4.D.8** through **11** up by one number.
2. **Section 2.5** is hereby amended by adding a new **Section 2.5.A.11.a.1**, as follows, and shifting the existing **Sections 2.5.A.11.a.1** through **2.5.A.11.a.6** down by one number:

“1) At the time it enters into a contract with the State;”

3. **Section 2.6.C** is hereby amended by striking **Section 2.6.C.3.a** in its entirety and replacing it as follows:

“a. When service for an Emergency Condition is required, the Contractor must have a process established to notify the PCP or PCT (or the designated covering physician) within one business day after the Contractor is notified by the Provider. The Contractor may not refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying an Enrollee’s PCP or PCT, the Contractor, or EOHHS of the Enrollee’s screening and treatment within 10 calendar days of presentation for emergency services.”

4. **Section 2.8.B** is hereby amended by striking **Sections 2.8.B.2.e through f** and replacing them as follows:

“e. The Enrollee's right to request an appeal of the Contractor's Adverse Action, including information on exhausting the Contractor's internal Appeal described at § 438.402(b), the Enrollee's right to designate an Appeal Representative to file an internal Appeal on behalf of the Enrollee, and the right to request a Fair Hearing consistent with § 438.402(c).

f. The procedures for exercising the rights specified in this **Section 2.8.B.**”

5. **Section 2.9** is hereby amended by adding a new **Section 2.9.D**, as follows:

“D. Health Information System

The Contractor shall maintain a health information system or systems consistent with the requirements set forth in **Section 2.14** and 42 CFR 438.242 and that supports all aspects of the QM Program.”

6. **Section 2.13** is hereby amended by deleting **Section 2.13.S.9** in its entirety and replacing it as follows:

“9. Operate and maintain a state-of-the-art National Council for Prescription Drug Programs (NCPDP)-compliant, on-line pharmacy claims processing system. Such system must have separate BIN, PCN, and group number combinations to differentiate SCO-MassHealth only claims from SCO-Dual eligible claims, and, if applicable, from MCO/ACPP claims. The Contractor shall notify EOHHS of BIN, PCN, and group number combination changes as set forth in **Appendix Q.**”

7. **Section 2.13** is hereby amended by adding a new **Section 2.13.S.10**, as follows:

“10. Effective April 1, 2024, with respect to drugs and drug classes specified by EOHHS, provide coverage in a manner that maximizes EOHHS's ability to collect drug rebates, including but not limited to excluding such drugs and drug classes from reimbursement through the Contractor's 340B program, as further specified by EOHHS.”

8. **Section 2.18** is hereby amended by deleting **Section 2.18.C.1** in its entirety and replacing it as follows:

“1. For Emergency Services Program (ESP) and Crisis Stabilization (also referred to as Community Crisis Stabilization) a 10% rate increase effective for dates of service July 1, 2021, through December 31, 2022.”

9. **Section 2.18** is hereby amended by deleting Section 2.18.C.2 and replacing it as follows:

“2. For Outpatient Services, including both Mental Health and SUD Clinic Services listed below, a 10% rate increase effective for dates of service July 1, 2021, through December 31, 2023, except as otherwise specified.”

**10. Section 2.18** is hereby amended by deleting Section 2.18.C.2.k in its entirety and replacing it as follows:

“k. Through June 30, 2022, Opioid Replacement Therapy (also referred to as Opioid Treatment Service)”

**11. Section 2.18** is hereby amended by adding new **Section 2.18.L**, as follows:

“L. For ground ambulance services provided to dual-eligible members, the Contractor shall pay the applicable Medicare rate for those services, effective July 9, 2024.”

**12. Section 4.1** is hereby amended by adding a new **Section 4.1.G**, as follows:

“G. Finders’ Fee Performance Incentive Pursuant to **Section 5.2.A.5.b.2**

If, as further described in **Section 5.2.A.5.b.2**, EOHHS determines the Contractor meets the requirements to receive a finders’ fee performance incentive, the amount of the incentive payment shall be equal to 50% of the Contractor’s pro rata amount of the net state share of the total settlement or verdict amount, based on the Contractor’s percentage of the single damages from covered conduct over the relevant time period as determined by EOHHS. The net state share is the gross amount of the verdict or settlement minus any amounts owed as a repayment of federal financial participation to the federal government or other restitution called for in the verdict or settlement.”

**13. Section 5.1.E** is hereby amended by striking it in its entirety and replacing it as follows:

“In accordance with 42 USC §1396 u-2(d)(1), the Contractor shall not knowingly have an employment, consulting, provider, subcontractor, or other agreement for the provision of items and services that are significant and material to the Contractor’s obligations under this Contract with any person, or affiliate of such person, who is excluded, under federal law or regulation, from certain procurement and nonprocurement activities. Further, no such person may have beneficial ownership of five percent or more of the Contractor’s equity or be permitted to serve as a director, officer, or partner of the Contractor. The Contractor shall provide written disclosure to EOHHS of any prohibited affiliations identified by the Contractor.

The Contractor warrants and represents that it will not, in accordance with 42 USC § 1396u-2(d)(1) and 42 CFR 438.610, knowingly have an employment, consulting, provider, subcontractor, or other agreement for the provision of items and services that are significant and material to the Contractor’s obligations under this Contract with any person, or affiliate of such person, who is debarred, suspended or otherwise excluded, under federal or state law, regulation, executive order, or guidelines, from certain procurement and non-procurement activities. The Contractor further warrants and represents that no such person may have beneficial ownership of five percent or more of the Contractor’s equity nor be permitted to serve as a director, officer or partner of the Contractor. In the event that EOHHS learns that the Contractor has a prohibited affiliation with a person or entity who is debarred, suspended, or excluded from participating in federal healthcare programs, EOHHS (a) must notify the Secretary of the noncompliance,

(b) may continue the SCO Contract unless the Secretary directs otherwise, and (c) may not renew or extend the SCO Contract unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement.

The Contractor shall be excluded from participating in MassHealth if it meets any of the conditions set forth in 42 CFR 438.808(b). The Contractor further warrants and represents that the Contractor does not meet any of the conditions set forth in 42 CFR 438.808(b).”

**14. Appendix A** is hereby amended by adding the following definition in alphabetical order to the list of Covered Services:

“Remote Patient Monitoring (RPM) —Effective August 1, 2024, the use of select medical devices that transmit digital personal health information in a synchronous or asynchronous manner from an at-risk patient to a treating provider at a distant location, enabling the provider to respond to the patient and manage their condition. RPM is available to members who meet certain clinical criteria.”

**15. Appendix D** is hereby amended by adding **Section F.2**, as follows:

“Effective February 27, 2024, the Contractor shall notify EOHHS of Critical Incidents as described in Managed Care Entity Bulletin 111 within three business days after the incident.”

**16.** Effective January 1, 2024, **Appendix E, Exhibit 1** is hereby amended and replaced with the **Appendix E, Exhibit 1** attached hereto.

**17.** Effective, October 1, 2023, **Appendix N** is hereby amended by striking the definitions of Institutional Tier 1, Institutional Tier 2, and Institutional Tier 3 in their entirety and replacing them as follows:

“Institutional Tier 1

If an Enrollee has more than a three-month consecutive stay in an institutional long term care setting, continues to reside in a nursing facility, and is classified into Patient Driven Payment Model (PDPM) nursing groups O, Q, S, W, or Y the Enrollee will be classified as Institutional Tier 1.

The Contractor will be paid a monthly RC 29 rate for Dual Eligible Enrollees or a monthly RC 41 rate for MassHealth-only Enrollees for every month in which the Enrollee remains in this RC.

The Contractor will also be paid at the Institutional Tier 1 rate (RC 29 or RC 41) for those months which fall in the first three months after an Enrollee’s discharge from a nursing facility to a community setting.

Institutional Tier 2

If an Enrollee has more than a three-month consecutive stay in an institutional long term care setting, continues to reside in a nursing facility, and is classified into PDPM nursing groups C, F, G, J, K, N, P, R, V, or X., the Enrollee will be classified as Institutional Tier 2. The Contractor will be paid a monthly RC 30 rate for Dual Eligible Enrollees or a monthly RC 42 rate for MassHealth-only Enrollees for every month in which the Enrollee remains in this RC.

The Contractor will also be reimbursed at the Institutional Tier 2 rate (RC 30 or RC 42) for nursing facility residents who have elected hospice and who have resided in a nursing facility for more than three months.

### Institutional Tier 3

If an Enrollee has more than a three-month consecutive stay in an institutional long term care setting, continues to reside in a nursing facility, and is classified into PDPM nursing groups A, B, D, E, H, I, L, M, T, or U, the Enrollee will be classified as Institutional Tier 3. The Contractor will be paid a monthly RC 31 rate for Dual Eligible Enrollees or a monthly RC 43 rate for MassHealth-only Enrollees for every month in which the Enrollee remains in this RC.”

APPENDIX E EXHIBIT 1: BASE CAPITATION RATES

**Base Capitation Rates for January 1, 2024, through December 31, 2024**

**(Subject to CMS Approval)**

<b>Rating Category</b>	<b>Status</b>	<b>Region</b>	<b>Rates Effective 01/01/2024–12/31/2024</b>	
<b>Institutional</b>				
Institutional — Tier 1	Dual Eligible	Statewide	\$	6,941.73
	Medicaid Only	Statewide	\$	6,941.73
Institutional — Tier 2	Dual Eligible	Statewide	\$	8,919.20
	Medicaid Only	Statewide	\$	8,919.20
Institutional — Tier 3	Dual Eligible	Statewide	\$	9,989.85
	Medicaid Only	Statewide	\$	9,989.85
<b>Community</b>				
Community Other	Dual Eligible	Eastern	\$	509.37
	Dual Eligible	Western	\$	461.29
	Dual Eligible	The Cape	\$	498.08
	Medicaid Only	Eastern	\$	969.81
	Medicaid Only	Western	\$	926.22
	Medicaid Only	The Cape	\$	1,054.15
Community BH	Dual Eligible	Eastern	\$	1,036.03
	Dual Eligible	Western	\$	1,032.00
	Dual Eligible	The Cape	\$	1,009.96
	Medicaid Only	Eastern	\$	1,978.90
	Medicaid Only	Western	\$	2,331.58
	Medicaid Only	The Cape	\$	2,313.90
Community NHC	Dual Eligible	Eastern	\$	2,748.17
	Dual Eligible	Western	\$	2,807.89
	Dual Eligible	The Cape	\$	2,706.55
	Medicaid Only	Eastern	\$	4,206.55
	Medicaid Only	Western	\$	4,478.00
	Medicaid Only	The Cape	\$	4,667.00
<b>Transition to Community</b>				
Transition to Community	Dual Eligible	Statewide	\$	6,941.73
	Medicaid Only	Statewide	\$	6,941.73
<b>Transition to Nursing Facility</b>				
Transition to Nursing Facility	Dual Eligible	Eastern	\$	2,748.17
	Dual Eligible	Western	\$	2,807.89
	Dual Eligible	The Cape	\$	2,706.55
	Medicaid Only	Eastern	\$	4,206.55
	Medicaid Only	Western	\$	4,478.00
	Medicaid Only	The Cape	\$	4,667.00