

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Massachusetts Behavioral Health Partnership (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Health and Human Services MMARS Department Code: EHS
Legal Address: (W-9, W-4, T&C): 1000 Washington St., Ste. 310, Boston, MA 02118-5002	Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA, 02108
Contract Manager: Carol Kress E-Mail: Carol.kress@valueoptions.com	Billing Address (if different): 600 Washington Street, Boston, MA 02111 Contract Manager: Stephanie J. Brown
Phone: 617-790-4144 Fax:	E-Mail: Stephanie.J.Brown@state.ma.us
Contractor Vendor Code: VC6000182737	Phone: 617-573-1759 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): N/A RFR/Procurement or Other ID Number: 11LCEHSPCCPLANBHPMSSRFR

<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>X</u> CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: <u>12/31/2018</u> Enter Amendment Amount: \$ No Change . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
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The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
☒ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
☐ **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or **new** Total if Contract is being amended). \$ _____

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through [EFT](#) 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days ☐ % PPD; Payment issued within 15 days ☐ % PPD; Payment issued within 20 days ☐ % PPD; Payment issued within 30 days ☐ % PPD. If PPD percentages are left blank, identify reason: ☐ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments ([G.L. c. 29, § 23A](#)); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See [Prompt Pay Discounts Policy](#).)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attached all supporting documentation and justifications.)
 Amendment 4 to the First Amended and Restated Contract is for the purpose of clarifying financial provisions in effect for CY18, some of which were specifically requested by CMS, and to add HIPF reconciliation for prior contract years.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
☐ 1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.
☐ 2. may be incurred as of _____, 20____, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.
☒ 3. were incurred as of 1/1/2018, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of 12/31/2019, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached [Contractor Certifications](#) (incorporated by reference if not attached hereto) under the pains and penalties of perjury, 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 including the [Instructions and Contractor Certifications](#), the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Carol Kress</u> Date: <u>12/20/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Carol Kress</u> Print Title: <u>Vice President, Client Partnerships, MBHP</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Daniel Tsai</u> Date: <u>12/21/18</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Daniel Tsai</u> Print Title: <u>Assistant Secretary for MassHealth</u>
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INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, s. 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are

appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or

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regulation including: [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26](#), [§ 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C](#), [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information

transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and

penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

AMENDMENT #4
to the
FIRST AMENDED AND RESTATED CONTRACT FOR
THE MASSHEALTH PCC PLAN'S COMPREHENSIVE BEHAVIORAL HEALTH
PROGRAM AND MANAGEMENT SUPPORT SERVICES, AND BEHAVIORAL
HEALTH SPECIALTY PROGRAMS CONTRACT

between

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
1 ASHBURTON PLACE
BOSTON, MA 02108

and

THE MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP
1000 WASHINGTON STREET
BOSTON, MA 02118

WHEREAS, The Massachusetts Executive Office of Health and Human Services (referred throughout the Contract as either "EOHHS" or "MassHealth") and the Massachusetts Behavioral Health Partnership ("Contractor") entered into a First Amended and Restated Contract, effective September 1, 2017, to provide innovative, cost-effective, high quality care management services, network management services, quality management activities and comprehensive Behavioral Health services for certain MassHealth Members, including but not limited to Care Management Program for individual Enrollees with complex medical and/or behavioral health conditions, through a program known as the MassHealth PCC Plan's Comprehensive Behavioral Health Program or Management Support Services, and Behavioral Health Specialty Programs ("BHP MSS Contract" or "Contract"); and

WHEREAS, in accordance with **Section 13.3** of the Contract, EOHHS and the Contractor desire to further amend their agreement effective January 1, 2018, in accordance with the rates, terms and conditions set forth herein; and

WHEREAS, EOHHS and the Contractor amended the First Amended and Restated Contract on December 29, 2017 (Amendment #1); January 31, 2018 (Amendment #2); and October 3, 2018 (Amendment #3); and

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

NOW, THEREFORE, in consideration of the mutual undertakings, EOHHS and the Contractor agree to amend the BHP MSS Contract as follows:

Section 10. Payment and Financial Provisions

1. **Section 10.1.A.4** is hereby amended by deleting it in its entirety and replacing it with the following:-

“4. Administrative Component of the Behavioral Health Covered Services Capitation Rate and Care Management Program.

- a. EOHHS shall pay the Contractor an Administrative Component of the Behavioral Health Covered Services and Care Management Program Capitation Rate for each Contract Year as set forth in **Appendix H-1**.
- b. The Administrative Component of the Behavioral Health Covered Services Capitation Rate shall be based on a Per Member (Covered Individual) Per Month (PMPM) rate that is determined using the Covered Individuals served under the Contractor’s BHP.
- c. Payment shall be for services as set forth in **Appendices G and H-1.**”

2. **Section 10.1.B.** is hereby amended by striking “Per Day (PMPD)” and inserting in lieu thereof “Per Month (PMPM)”.

3. **Section 10.3.** is hereby amended by deleting it in its entirety and replacing it with the following:-

“Section 10.3 Payment Methodology for BH Covered Services Capitation Rates

A. Monthly Estimated BH Covered Services Capitation Rate Payment Process

Each month EOHHS shall pay the Contractor an Estimated Capitation Payment, which will include the BH Covered Services Capitation Payment, in accordance with the following methodology. EOHHS shall:

1. Determine the BH Covered Services Capitation Rates Per-Covered Individual per month (PMPM) rate for each RC.
2. Multiply the estimated number of Covered Individuals for the month, as determined by EOHHS in each RC, by the PMPM amount for the RC.
3. Sum the calculations described in subsection 2 for each RC; this is the Estimated Monthly BH Covered Services Capitation Amount.

B. Estimated Monthly BH Covered Services Capitation Amount Reconciliation Process

1. EOHHS shall perform a monthly reconciliation of the Estimated Monthly BH Covered Services Capitation Payment Amount calculated according to **Sections 10.3.A.1-2** against the actual number of Covered Individual months by RC, as

determined by EOHHS, in accordance with the following methodology. EOHHS shall:

- a. Multiply the actual number of Covered Individual months, as determined by EOHHS for each RC for the previous month, by the PMPM amount for each RC.
- b. Sum the calculations for each RC described in **subsection a**; this is the Actual Monthly BH Covered Services Capitation Amount.
- c. Compare the sum of the Estimated Monthly BH Covered Services Capitation Payment paid for the month against the Actual Monthly BH Covered Services Capitation Amount. This reconciliation shall occur monthly.

The Contractor shall provide any information necessary to complete such reconciliation in the time frame and format specified by EOHHS.

2. Based on the comparison described in **subsection 1.c** above, EOHHS shall determine each month whether overpayments or underpayments were made to the Contractor.
 - a. EOHHS shall remit to the Contractor the full amount of any underpayments made for the month. Such payments shall be made through an adjustment to future Estimated Monthly BH Covered Services Capitation Payments or by another mechanism, as determined by EOHHS.
 - b. The Contractor shall remit to EOHHS the full amount of any overpayments made for the month. Such payments shall be made through an adjustment to a future Estimated Monthly BH Covered Services Capitation Payments or by another mechanism, as determined by EOHHS.

C. Monthly CarePlus Estimated Capitation Payment Process

EOHHS shall make capitation payments for Covered Individuals in Rating Categories IX and X, as follows:

1. Monthly, EOHHS shall pay the Contractor an Estimated Capitation Payment equal to the sum of the products of:
 - a. The number of Covered Individuals in Rating Categories IX and X in the Contractor's Plan as determined by EOHHS on the first day of the Payment Month, multiplied by
 - b. The Behavioral Health Covered Services Capitation Rates for each applicable Rating Category.
2. EOHHS shall include Covered Individuals in Rating Categories IX and X in the capitation calculation described in **subsection 10.3.C.1** above as follows:

- a. For Covered Individuals in Rating Categories IX and X who have an Effective Date of Enrollment with the Contractor's Plan as of the first day of the Payment Month, EOHHS shall include such Covered Individuals in Rating Categories IX and X in the capitation calculation for that Payment Month.
 - b. For Covered Individuals in Rating Categories IX and X who have an Effective Date of Enrollment with the Contractor's Plan after the first day of the Payment Month, EOHHS shall include such Covered Individuals in Rating Categories IX and X in the capitation calculation starting with the following Payment Month.
3. For Covered Individuals in Rating Categories IX and X for whom EOHHS has assigned a specific disenrollment date due to a qualifying event such as a member attaining age 65 within the Payment Month, EOHHS shall make a pro-rated Estimated Capitation Payment to the Contractor. The pro-rated Estimated Capitation Payment will equal:
 - a. The Behavioral Health Covered Services Capitation Rate,
 - b. Multiplied by the number of Enrollee Days during the Payment Month
 - c. Divided by the total number of days in the Payment Month."
4. **Section 10.4.** is hereby amended by deleting it in its entirety and replacing it with the following:-

"Section 10.4 Payment Methodology for the Administrative Component of the BH Covered Services Capitation Rates

A. Estimated Monthly Administrative Payments

Each month EOHHS shall pay the Contractor an Estimated Administrative Payment, which will include the care management administrative rate, in accordance with the following methodology. EOHHS shall:

1. Determine the estimated number of Covered Individuals in the month.
2. Multiply the estimated number of Covered Individuals, as determined by EOHHS, by the PMPM rate; this is the Estimated Monthly Administrative Component of the BH Covered Services Capitation Rate amount.

B. Estimated Monthly Administrative Reconciliation Process

1. EOHHS shall perform a monthly reconciliation of the Estimated Monthly Payment for Administrative Component of the BH Covered Services Capitation Rate calculated according to **Sections 10.4.B.1-2** against the actual number of Covered Individuals as determined by EOHHS, in accordance with the following methodology. EOHHS shall:

- a. Multiply the actual number of Covered Individuals for the previous month, by the PMPM BH Administrative rate and the Care Management administrative rate amount; this is the Actual Monthly Administrative Component of the BH Covered Services Capitation Rate.
- b. Compare the Estimated Monthly Administrative Component of the BH Covered Services paid for the month against the Actual Monthly Administrative Component of the BH Covered Services Capitation Rate.

The Contractor shall provide any information necessary to complete such reconciliation in the time frame and format specified by EOHHS.

2. Based on the comparison described in **subsection 1.b** above, EOHHS shall determine each month whether overpayments or underpayments were made to the Contractor.
 - a. EOHHS shall remit to the Contractor the full amount of any underpayments made for the month. Such payments shall be made through an adjustment to future Estimated Monthly Administrative Component of the BH Covered Services Capitation Rates payment or by another mechanism, as determined by EOHHS.
 - b. The Contractor shall remit to EOHHS the full amount of any overpayments made for the month. Such payments shall be made through an adjustment to future Estimated Monthly Administrative Component of the BH Covered Services Capitation Rates payment or by another mechanism, as determined by EOHHS.”
5. **Section 10.5.** is hereby amended by deleting it in its entirety and replacing it with the following:-

“Section 10.5 Payment Methodology for PCC Plan Management Support Services

A. Estimated PCC Plan Management Support Services Payment

Each month EOHHS shall pay the Contractor an Estimated PCC Plan Management Support Services Payment, in accordance with the following methodology. EOHHS shall:

1. Determine an estimated number of Enrollees for the month.
2. Multiply the estimated number of Enrollees for the month, as determined by EOHHS, by the PMPM Plan management support rate; this is the Estimated Monthly PCC Plan Management Support Services Payment Amount.

B. Estimated PCC Plan Management Support Services Payment Reconciliation Process

1. EOHHS shall perform a monthly reconciliation of the Estimated Monthly Payment for the PCC Plan Management Support Services calculated according to

Sections 10.5.B.1-2 against the actual number of Enrollees, as determined by EOHHS, in accordance with the following methodology. EOHHS shall:

- a. Multiply the actual number of Enrollees, as determined by EOHHS for Enrollees for the previous month, by the PMPM amount; this is the Actual Monthly PCC Plan Management Support Services Payment.
- b. Compare the Estimated PCC Plan Management Support Services Payment paid for the month against the Actual Monthly PCC Plan Management Support Services Amount.

The Contractor shall provide any information necessary to complete such reconciliation in the time frame and format specified by EOHHS.

2. Based on the comparison described in **subsection 1.b** above, EOHHS shall determine each month whether overpayments or underpayments were made to the Contractor.
 - a. EOHHS shall remit to the Contractor the full amount of any underpayments made for the month. Such payments shall be made through an adjustment to future Estimated PCC Plan Management Support Services Payments or by another mechanism, as determined by EOHHS.
 - b. The Contractor shall remit to EOHHS the full amount of any overpayments made for the month. Such payments shall be made through an adjustment to future Estimated PCC Plan Management Support Services Payments or by another mechanism, as determined by EOHHS.

C. Payment Methodology for Specialized Psychiatric Inpatient Services Claims

EOHHS shall make payments to the Contractor for specialized psychiatric inpatient services claims specified in **Section 4.12** on a quarterly basis using a per diem rate specified in **Appendix H-1**. The Contractor shall provide claims data in a format and at a frequency specified by EOHHS to assist with calculation of the quarterly payment amount.”

6. **Section 10.6.A.7.** is hereby amended by striking “PMPD” and inserting in lieu thereof “PMPM”.
7. **Section 13.15**, Contract Term, is hereby amended by deleting “December 31, 2018” and replacing it with “December 31, 2019.”

8. APPENDIX H-1

Appendix H-1 is hereby amended by deleting it in its entirety and replacing it with the following:-

APPENDIX H-1

PAYMENT AND RISK SHARING PROVISIONS

Capitation Rates for Contract Year 2018: January 1, 2018, through December 31, 2018, and separate contract rate periods:
 January 1, 2018, through February 28, 2018 (CY18A),
 January 1, 2018, through March 31, 2018 (CY18MFP), and
 March 1, 2018, through December 31, 2018 (CY18B)

Section 1. MassHealth Capitation Payment

A. Per-Member Per-Month (PMPM) and Per member Per-day (PMPD) Capitation Rates for Contract (pursuant to Section 10.2 of the Contract)

PMPM and PMPD Service and Administrative Capitation Rates

1. Contract Period CY18A – January 1, 2018, to February 28, 2018

a. PCC & TPL Capitation Rates (CY18A)

Rating Category:	Medical Services PMPM	Medical Services PMPD	CBHI-ADD-ON PMPM	CBHI-ADD-ON PMPD	ABA-ADD-ON PMPM	ABA-ADD-ON PMPD	Admin PMPM	ADMIN PMPD	Total PMPM	Total PMPD
Rating Category I Child	28.73	0.94	33.34	1.10	2.69	0.09	4.43	0.15	69.19	2.28
Rating Category 1 Adult	36.25	1.19					4.54	0.15	40.79	1.34
Blended RC1	30.78	1.01	24.23	0.80	1.96	0.06	4.46	0.15	61.43	2.02
Rating Category I TPL	4.99	0.16	32.05	1.06	1.93	0.06	4.07	0.13	43.04	1.41
Rating Category II Child	139.15	4.57	175.34	5.76	44.57	1.47	10.84	0.36	369.90	12.16
Rating Category II Adult	187.06	6.15					11.56	0.38	198.62	6.53
Blended RCII	174.78	5.75	44.96	1.48	11.43	0.38	11.38	0.37	242.55	7.98
Rating Category II TPL	15.23	0.51	104.58	3.44	18.69	0.61	8.95	0.29	147.45	4.85
Rating Category IX	65.13						4.98		70.11	
Rating Category X	287.36						13.09		300.45	

2. Contract Period CY18B - March 1, 2018, to December 31, 2018

a. PCC and TPL: PMPM (\$) Rates (CY18B)

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	40.48	42.01	2.16	0.08	5.21	89.94
Rating Category I Adult	40.49			1.48	4.67	46.64
Rating Category I TPL	4.77	32.43	2.63	0.01	4.52	44.36
Rating Category II Child	135.50	154.72	43.58	0.18	12.18	346.16
Rating Category II Adult	186.53			2.62	10.85	200.00
Rating Category II TPL	14.59	104.89	26.24	0.06	9.07	154.85
Rating Category IX	70.33			4.74	5.12	80.19
Rating Category X	339.11			15.07	13.11	367.29

b. Primary Care ACO: PMPM (\$) Rates (CY18B)

Rating Category	Medical Services PMPM	CBHI PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	19.19	23.79	2.16	0.08	3.77	48.99
Rating Category I Adult	42.20			1.48	3.85	47.53
Rating Category II Child	113.40	163.03	43.58	0.18	10.31	330.50
Rating Category II Adult	196.04			2.62	10.75	209.41
Rating Category IX	70.94			4.74	4.23	79.91
Rating Category X	342.51			15.07	12.63	370.21

c. Contract Period CY18MFP - PMPM (\$) Rates (January 1, 2018, to March 31, 2018)

Rating Category	Medical Services PMPM	Admin PMPM	Total PMPM
MFP	81.18	5.03	86.21

B. Risk Sharing Corridors for Contract Period 2018, for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, I-TPL, II-TPL, IX, and X (pursuant to Section 10.6 of the Contract) for PCC and TPL programs

1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total medical services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for Contract Year 2018. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	MBHP Share
Between 0 and 2%	0%	100%
>2%	100%	0%

2. Loss on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Loss on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for Contract Year 2018. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and 2%	0%	100%
>2%	100%	0%

C. Risk Sharing Corridors for CY18B for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, IX, and X (pursuant to Section 10.6 of the Contract) for the Primary Care ACO program,

1. Gain on the Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Gain on the aggregate Medical Services Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are less than the Total Medical Services Capitation Payment for the CY18B. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	MBHP Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

2. Loss on Medical Services Capitation Rates excluding CBHI, ABA and SUD services

The amount of the Loss on the Capitation Rates for the Contract shall be defined as the difference between the Total Medical Services Capitation Payment and the Contractor's Total Expenditures for Covered Services, if such actual expenditures are greater than the Total Medical Services Capitation Payment for the CY18B. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Between 0 and \$100,000	99%	1%
>\$100,000	100%	0%

D. Risk Sharing Corridors for Contract Year 2018 effective January 1, 2018, through December 31, 2018, for CBHI, ABA and SUD Services for PCC, TPL and Primary Care ACO programs:

The Contractor and EOHHS shall share risk for CBHI, ABA and SUD Services in accordance with the following provisions:

1. For Contract Year 2018, EOHHS shall conduct separate reconciliations with respect to CBHI, ABA and SUD Services, as follows:
 - a. EOHHS will first determine the amount paid to the Contractor by EOHHS for CBHI, ABA and SUD Services for Contract Year 2018, by multiplying the following:
 - i. The CBHI, ABA and SUD Add-On rates determined by EOHHS and provided to the Contractor in **Section 1.A** above; by
 - ii. The number of applicable member months for the period.
 - iii. For purposes of the 2018 reconciliations, ABA and CBHI Services are effective January 1, 2018, and SUD Services are effective March 1, 2018.
 - b. EOHHS will then determine the Contractor's expenditures for CBHI, ABA and SUD Services for Contract Year 2018, using claims data submitted in the report described in **Section D.2** below and Encounter Data submitted by the Contractor.

If the amount paid to the Contractor, as determined by the calculation described in Section C.1.a above, is greater than the Contractor's expenditures, as determined by the calculation described in Section C.1.b above, then the Contractor shall be considered to have experienced a gain with respect to CBHI, ABA and SUD Services for Contract Year 2018. EOHHS and the Contractor shall share such gain in accordance with the table below for CBHI, ABA, and SUD services:

Gain	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

If the amount paid to the Contractor, as determined by the calculation described in **Section C.1.a** above, is less than the Contractor's expenditures, as determined by the calculation described in **Section C.1.b.** above, then the Contractor shall be considered to have experienced a loss with respect to

CBHI, ABA and SUD Services for Contract Year 2018. EOHHS and the Contractor shall share such loss in accordance with the table below:

Loss	MassHealth Share	Contractor Share
Between \$0 and \$100,000	99%	1%
> \$100,000	100%	0%

- To assist with the reconciliation process for CBHI, ABA and SUD Services described above, the Contractor shall, within 180 days after the end of Contract Year 2018, submit claims data with respect to CBHI, ABA and SUD services in the form and formats specified in **Appendix E**.

E. Risk Sharing Corridors for CY18MFP for the Service Component of Rating Category VIII MFP (pursuant to Section 10.6 of the Contract)

1. Gain on the services component of MFP Capitation Rates

The amount of the Gain on the aggregate PMPM Capitation Rates for Rating Category VIII MFP shall be defined as the difference between the Total services PMPM Capitation Payment and the Contractor's Total Expenditures for Covered Services for Rating Category VIII, if such actual expenditures are less than the Total services PMPM Capitation Payment for Rating Category VIII for the CY18MFP. EOHHS and the Contractor shall share such gain in accordance with the table below:

Gain	MassHealth Share	Contractor Share
Gain up to \$50,000	99%	1%
Gain of more than \$50,000	100%	0%

2. Loss on the Services component of MFP Capitation Rates

The amount of the Loss on the aggregate PMPM Capitation Rates for Rating Category VIII MFP shall be defined as the difference between the Total services PMPM Capitation Payment and the Contractor's Total Expenditures for Covered Services for Rating Category VIII, if such actual expenditures are greater than the Total services PMPM Capitation Payment for Rating Category VIII for the CY18MFP. EOHHS and the Contractor shall share such loss in accordance with the table below:

Loss	MassHealth Share	Contractor Share
Loss up to \$50,000	99%	1%
Loss of more than \$50,000	100%	0%

F. CY18A Capitation Reconciliation Process:

For contract period CY18A (January 1 -February 28, 2018), the blended RCI and RCII rates listed in **Section 1.A.1.a** above, issued prospectively to the Contractor on a PMPD basis, will be retracted through a reconciliation process on or after March 1, 2018. On or after March 1, 2018, payments for CY 18A will be re-issued on a PMPM basis using the

individual child and adult rates for RCI and RCII listed in **Section 1.A.1.a** above, based on actual members enrolled in each of these individual rating categories for the period.

Section 2. MassHealth Other Payments

A. Care Management Program

The Contractor shall calculate and report on the number of engaged enrollees in the Practice Based Care Management program (PBCM) on a monthly basis and shall be paid an Engagement PPPM, upon EOHHS review and approval, on a quarterly basis.

Base Per-Participant Per-Month (PPPM) Rate for Practice Based Care Management Contract.

Engagement:

Per Participant Per Month.....\$175.00

B. Performance Incentives Arrangements

Total Performance Incentive Payments detailed in appendix G, may not exceed 105 percent of approved Capitation Payments attributable to the Covered Individuals or services covered by the Contract.

The Performance Incentive Payments for Contract Year 2018 will be a total of 4,150,000.

C. PCC Plan Management Support

Base Per-Member (Enrollees) Rate for PCC Plan Management Support.

Per Participant Per Month.....\$1.25

Per Participant Per Day.....\$0.041

D. Supplemental specialized inpatient psychiatric services per diem rate

EOHHS shall make supplemental per diem rate payment of \$600 for specialized psychiatric inpatient claims as specified in **Section 4.12** and **Section 10** of the Contract. To assist with this payment processing, the Contractor shall provide claims data on quarterly basis in a format and at a frequency to be specified by EOHHS in **Appendix E**.

Section 3. DMH Compensation Payments (Non-MassHealth Payments)

A. DMH Payments for the Contract (pursuant to Section 10.9 of the Contract)

The total Contract Year 2018 DMH Compensation Payment for the Specialty Programs through December 31, 2018, shall be \$10,737,388.00, as described in Sections 3.B-3.E below.

B. DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment (pursuant to Sections 3.4, 10.9 and 10.10 of the Contract)

The DMH ESP Program for Uninsured Individuals Service Compensation Rate Payment shall consist of the following amounts:

1. The Contract Year 2018 amount shall be \$8,680,000.
2. The monthly payment shall be \$723,333.33.

C. DMH ESP expansion -- Safety initiatives:

1. The DMH ESP safety initiative payment shall be \$1,403,388 for Contract Year 2018.
2. The monthly payment amount shall be \$116,949.00.

D. DMH Specialty Program Administrative Compensation Rate Payment (pursuant to Section 10.9.A of the Contract)

The DMH Specialty Program Administrative Compensation Rate Payment shall be \$424,000 for Contract Year 2018.

1. Indirect Costs shall not exceed 3.5% of Direct Costs.
2. The total of Direct Costs plus Indirect Costs shall not exceed \$397,749.
3. Earnings shall be 6.6% of the total direct and indirect costs.
4. Earnings shall be \$26,251 for Contract Year 2018.
5. The amount of the monthly DMH Specialty Program Administrative Compensation Rate Payment shall be \$35,333.33.

E. DMH Payments for Forensic Services and other Forensic Evaluations (pursuant to Sections 4.6 and 10.9.B of the Contract)

1. The Forensic Evaluations (known as "18(a)") amount for the Contract Year 2018 shall be \$230,000. EOHHS will issue this amount as one-time payment during the contract period.
2. The Contractor shall return to EOHHS any portion of the DMH Payments for Forensics Services amount that it does not spend on Forensic Evaluations as identified in the annual reconciliation of the Contract Year 2018 within 60 days of the identification of such under spending unless otherwise agreed to by the parties.

F. Massachusetts Child Psychiatric Access Project (pursuant to Section 10.9.A of the Contract)

1. The DMH Payment for MCPAP services for Contract Year 2018 shall be \$3,600,000.
 - a. The monthly payment for the DMH Payment for MCPAP shall be \$300,000.00.

2. The DMH payment for MCPAP administrative compensation for Contract Year 2018 shall be \$185,000.
 - a. The amount of the monthly DMH MCPAP Program Administrative Compensation Rate Payment shall be \$15,416.67.
 - b. Indirect Costs shall not exceed 3.5% of Direct Costs.
 - c. The total of Direct Costs plus Indirect Costs shall not exceed \$173,546.
 - d. Earnings shall be 6.6% of the total direct and indirect costs.
 - e. Earnings shall be \$11,454 for the Contract Year 2018.
3. The Contractor shall return to EOHHS any portion of the DMH Payment for MCPAP that it does not spend on the MCPAP identified in the annual reconciliation for Contract Year 2018, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

Section 4: Other Non-MassHealth Payments

A. ESP Opioid Overdose Response Pilot Program

Contingent upon receipt of funds from The Department of Public Health (DPH), EOHHS will make a payment to the contractor for the ESP Opioid Overdose Response Pilot Program for Contract Year 2018 in the amount of \$358,000. The Contractor shall return to EOHHS any portion of the DPH payment for ESP Opioid Overdose Response Pilot program that it does not spend on the Pilot identified in the annual reconciliation for Contract Year 2018, within 60 days of the identification of such unspent portion unless otherwise agreed to by the parties.

B. DCF -Mobile Crisis Intervention/Runaway Assistance Program (MCI/RAP) Payment Provisions

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$5,000 for each of the Contractor's Emergency Services Programs that contract with the Contractor to operate the MCI/RAP in accordance with **Section 4.9** for Contract Year 2018.

C. DCF-Massachusetts Child/Adolescent assessment Protocol (MCAAP) Payment Provisions

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$7,500 in Contract Year 2018 for training and implementation of the MCAAP evaluation process.

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

For the HIPF for calendar year 2017, EOHHS shall:

1. Perform the following retrospective add-on adjustment to the Contract Year Five (CY5) Capitation Rates, as reflected in the Appendix H-1 effective during that period (as incorporated into this Contract through Amendment #31). Such adjustment shall be applied to the period January 1, 2017 – June 30, 2017.

Table 1: Health Insurer Fee Add-on Rate (January 1, 2017, through June 30, 2017)

Rating Category	Adjustment PMPD	Adjustment PMPM
RCI	\$0.05	
RCII	\$0.19	
TPL-RCI	\$0.04	
TPL-RCII	\$0.12	
RCVIII	\$0.08	
RCIX		\$1.92
RCX		\$6.96

2. Perform the following retrospective add-on adjustment to the Contract Year Six A (CY6A) Capitation Rates, as reflected in the Appendix H-1 effective during that period (as incorporated into this Contract through Amendment #33 and the First Amended and Restated Contract effective August 31, 2017). Such adjustment shall be applied to the period July 1, 2017 – December 31, 2017.

Table 2: Health Insurer Fee Add-on Rate (July 1, 2017, through December 31, 2017)

Rating Category	Adjustment PMPD	Adjustment PMPM
RCI	\$0.05	
RCII	\$0.21	
TPL-RCI	\$0.04	
TPL-RCII	\$0.12	
RCVIII	\$0.08	
RCIX		\$1.93
RCX		\$8.19