COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: Senior Whole Health, LLC **(and d/b/a):**		**COMMONWEALTH DEPARTMENT NAME:** **Executive Office of Health and Human Services** **MMARS Department Code:** EHS	
Legal Address: (W-9, W-4): 1075 Main Street, Suite 400, Waltham, MA 02451-7457		**Business Mailing Address:** One Ashburton Place, 5th Fl., Boston, MA 02108	
Contract Manager: William Graham	**Phone:** 508-320-9521	**Billing Address (if different):**	
E-Mail: William.graham@molinahealthcare.com	**Fax:**	**Contract Manager:** Daniel Cohen	**Phone:** 617-573-1710
Contractor Vendor Code: VC7000090535		**E-Mail:** Daniel.cohen@mass.gov	**Fax:**
Vendor Code Address ID (e.g., "AD001"): AD001. **(Note: The Address ID must be set up for EFT payments.)**		**MMARS Doc ID(s):** **RFR/Procurement or Other ID Number:** 15LCEHSSCORFA	

☐ **NEW CONTRACT**

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

- ☐ **Statewide Contract** (OSD or an OSD-designated Department)
- ☐ **Collective Purchase** (Attach OSD approval, scope, budget)
- ☒ **Department Procurement** (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)
- ☐ **Emergency Contract** (Attach justification for emergency, scope, budget)
- ☐ **Contract Employee** (Attach Employment Status Form, scope, budget)
- ☐ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)

☒ **CONTRACT AMENDMENT**

Enter **Current Contract End Date *Prior*** to Amendment: **December 31, 2025.**

Enter **Amendment Amount**: $ no change. (or "no change")

AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)

- ☒ **Amendment to Date, Scope or Budget** (Attach updated scope and budget)
- ☐ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
- ☐ **Contract Employee** (Attach any updates to scope or budget)
- ☐ **Other Procurement Exception** (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions

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 (M.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. Attach all supporting documentation and justifications.) Amendment 4 to the SCO 3rd Amended and Restated Contract - Adds telehealth services to Provider network directory, adds Homeless Medical Respite covered service definition, reporting requirements and directed payment, API provider directory requirement, material subcontractor MLR requirement, Medicare Advantage Bid filing reporting, Corrective Mobility System directed payment, GAFC directed payment, year-end rates, year-end risk sharing agreement, updated Nursing Home Certifiable definition update.

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 _____, 20_____, a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of **December 31, 2025,** 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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: _____. **Date:** 12/18/2024.

(Signature and Date Must Be Captured At Time of Signature)

Print Name: William Graham.

Print Title: Plan President.

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: Mike Levine. **Date:** 12/19/2024.

(Signature and Date Must Be Captured At Time of Signature)

Print Name: Mike Levine.

Print Title: Assistant Secretary for MassHealth.

AMENDMENT 4
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), September 17, 2024 (Amendment #2), and December 12, 2024 (Amendment #3), 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 January 1, 2025, unless otherwise stated;

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

1. **Section 1** is hereby amended by adding the following new definition in alphabetical order between the existing definitions of "Behavioral Health Supports for Justice Involved Individuals (BH-JI)" and "Centers for Medicare & Medicaid services (CMS)":

   "**Behavioral Health Urgent Care** – the delivery of same-day or next-day appointments for evaluation or assessment for new clients and urgent appointments for existing clients; psychopharmacology appointments and Medication Assisted Treatment (MAT) within a timeframe defined by EOHHS; all other treatment appointments within 14 calendar days; and extended availability outside of weekday hours between 9am and 5pm, as specified by EOHHS by certain Mental Health Centers (MHC), approved by the Contractor as Behavioral Health Urgent Care Providers, as specified by EOHHS."

2. **Section 2.5** is hereby amended by adding a new **Section 2.5.E.1.M**, as follows:

   "m. Services offered via Telehealth."

3. **Section 2.5** is hereby amended by adding a new Section **2.5.E.7** as follows:

   "7. Establish and sustain a publicly accessible, standards-based Provider directory application programming interface (API) in accordance with federal law,

including but not limited to the Consolidated Appropriations Act, 2023 and the CMS Interoperability and Patient Access final rule."

4. **Section 2.5** is hereby amended by adding a new **Section 2.5.I**, as follows:

   "I. As further specified by EOHHS, for the provision of Homeless Medical Respite services, as described in **Appendix A, Exhibit 1**, the Contractor may only contract with MassHealth providers of such service and shall contract with all such providers in the Contractor's Service Area(s) as set forth in **Appendix H**. The Contactor shall report on these Providers in accordance with **Appendix D**."

5. **Section 2.11** is hereby amended by striking **Section 2.11.C.10.b** in its entirety and replacing it as follows:

   "b. Make value-based payments, pursuant to 42 CFR 438.6(c) and as specified by EOHHS, to such CBHCs."

6. **Section 2.13.Q** is hereby amended by adding a new **Section 2.13.Q.4**, as follows:

   "4. The Contractor shall require Material Subcontractors, as reported in accordance with Appendix D, to which the Contractor delegates risk, to meet the MLR requirements set forth above and include such requirements in its subcontracts with its Material Subcontractors; provided, however that Material Subcontractors shall comply with the remittance requirement in **Section 2.13.Q.1.a.10** above no later than January 1, 2025. In addition:

      a. The Contractor shall require that Material Subcontractors report to the Contractor their MLR consistent with reporting requirements set forth in 42 CFR 438.8. The Contractor shall submit such data to EOHHS in a form and format specified by EOHHS; and

      b. The Contractor shall confirm to EOHHS, in a form and format specified by EOHHS, that its Material Subcontracts satisfy the requirements set forth in this Section."

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

   "T. Medicare Advantage Bid Filing

      1. No later than 90 days prior to the deadline for submission of the annual Medicare Advantage bid submission (i.e., 90 days prior to the first Monday in June), the Contractor shall submit to EOHHS an annual report describing the Contractor's anticipated Medicare rebate amount for the Contract Year covered in the bid submission and cost sharing. This report shall include a written proposal and accompanying analysis demonstrating how the Contractor intends to use the available rebate

amount**.** If cost sharing is set above zero, then the report shall include an explanation of why the plan seeks to set cost sharing above zero.

2. No later than the first Friday in June of each Contract Year, the Contractor shall submit to EOHHS a copy of its annual Medicare Advantage bid submission it made to CMS.

3. No later than ten (10) business days following CMS approval of the Contractor's annual bid submission, the Contractor shall submit to EOHHS a copy of its final Medicare Advantage bid submission, and CMS approval of that final submission."

8. **Section 2.18** is hereby amended by deleting **Section 2.18.D.3** in its entirety and replacing it as follows:

"3. For Group Adult Foster Care Services, effective for dates of service on or after January 1, 2025."

9. **Section 2.18** is hereby amended by adding new **Sections 2.18.M, 2.18.N, and 2,18.O,** as follows:

"M. For Homeless Medical Respite, the Contractor shall establish rates at or above 100% of the MassHealth- equivalent rates as specified by EOHHS, effective for dates of service on or after January 1, 2025, unless otherwise directed by EOHHS.

N. For timely repairs of Corrective Mobility System described in DME Bulletin 38 and any superseding bulletin, the Contractor shall, in addition to their contracted rates for the repair itself, establish and pay Provider rates at or above the rates set forth in 101 CMR 322, unless otherwise directed by EOHHS. The Contractor shall use procedure codes as directed by EOHHS to provide payment for such services. As a condition of payment, the Contractor shall ensure the requirements in 101 CMR 322.05 (1) (b)-(f) and 130 CMR 409.430(F), as described in DME Bulletin 38 and any superseding bulletin, are met.

O. For services provided by Behavioral Health Urgent Care provider sites, the Contractor shall establish rates at or above 100% of the MassHealth-equivalent rates as specified by EOHHS, effective for dates of service on or after June 15, 2025, unless otherwise directed by EOHHS."

10. **Appendix A**is hereby amended by adding the following new Covered Service definition in alphabetical order between the existing definitions of "Home Health" and "Hospice":

"Homeless Medical Respite — medical respite services delivered in accordance with 130 CMR 458.000 for individuals experiencing homelessness

provided post-hospital discharge or hospital emergency department visit for medical or surgical issues or pre-procedure for colonoscopies. Post-hospital medical respite services include semi-private or private room and board; screening, intake and admission; assessment; care planning; case management; health referral and navigation; intensive housing navigation supports; and discharge planning. Pre-procedure medical respite services include private room and board; screening, intake and admission; pre-procedure support services; and discharge planning."

11. **Appendix D** is hereby amended by adding a new **Section D.4**, as follows:

"4. Homeless Medical Respite Services (HMRS) Annual Reports
   a. HMRS Yearly Discharge Report
   b. HMRS Provider List"

12. **Appendix E, Exhibit 1** is hereby amended and replaced with the **Appendix E, Exhibit 1** attached hereto.

13. **Appendix E, Exhibit 2** is hereby amended and replaced with the **Appendix E, Exhibit 2** attached hereto.

14. **Appendix N** is hereby amended by striking the definition of Nursing Home Certifiable (NHC) and replacing it as follows:

"If an Enrollee is residing in the community and is clinically eligible for nursing facility services (see 130 CMR 456.409), as recorded through the Minimum Data Set-Home Care assessment, and approved by EOHHS, or if an Enrollee is in the first three months of a nursing facility stay the Enrollee will be classified NHC."

APPENDIX E EXHIBIT 1: BASE CAPITATION RATES
Base Capitation Rates for January 1, 2025 through December 31, 2025
(Subject to CMS approval)

Rating Category	Status	Region	MassHealth Contracted Rates 01/01/2025–12/31/2025
Institutional			
Institutional — Tier 1	Dual Eligible	Statewide	$6,897.39
	Medicaid Only	Statewide	$6,897.39
Institutional — Tier 2	Dual Eligible	Statewide	$8,790.48
	Medicaid Only	Statewide	$8,790.48
Institutional — Tier 3	Dual Eligible	Statewide	$9,811.59
	Medicaid Only	Statewide	$9,811.59
Community			
Community Other	Dual Eligible	Eastern	$703.82
	Dual Eligible	Western	$708.11
	Dual Eligible	The Cape	$647.47
	Medicaid Only	Eastern	$1,305.57
	Medicaid Only	Western	$1,320.13
	Medicaid Only	The Cape	$1,368.54
Community BH	Dual Eligible	Eastern	$894.15
	Dual Eligible	Western	$743.87
	Dual Eligible	The Cape	$808.65
	Medicaid Only	Eastern	$1,831.14
	Medicaid Only	Western	$2,214.87
	Medicaid Only	The Cape	$1,804.76
Community NHC	Dual Eligible	Eastern	$2,874.53
	Dual Eligible	Western	$2,989.45

	Dual Eligible	The Cape	$2,876.99
	Medicaid Only	Eastern	$4,265.49
	Medicaid Only	Western	$4,589.43
	Medicaid Only	The Cape	$4,623.62
Transition to Community			
Transition to Community	Dual Eligible	Statewide	$6,897.39
	Medicaid Only	Statewide	$6,897.39
Transition to Nursing Facility			
Transition to Nursing Facility	Dual Eligible	Eastern	$2,874.53
	Dual Eligible	Western	$2,989.45
	Dual Eligible	The Cape	$2,876.99
	Medicaid Only	Eastern	$4,265.49
	Medicaid Only	Western	$4,589.43
	Medicaid Only	The Cape	$4,623.62

APPENDIX E EXHIBIT 2: RISK SHARING ARRANGEMENTS
Contract Year 2025

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

1. Overall Approach

a. For purposes of this section, the following terms shall have the following meanings:

   i. Actual Medical Expenditures - the amount determined in accordance with Section 4.7.C.2.
   ii. Medical Component of the Capitation Rate Payment – the amount determined in accordance with Section 4.7.C.2.
   iii. Medical Component of the Medicare Parts A and B Premium Payments – the amount equal to 85% of the Medicare Part A and B premium payments received by the Contractor for the Contract Year.
   iv. Actual Medicare Expenditures – an amount equal to the numerator of the Contractor's Medicare MLR.
   v. Combined Medicare and Medicaid Revenue – an amount equal to the Medical Component of the Capitation Rate Payment plus the Medical Component of the Medicare Parts A and B Premium Payments.
   vi. Combined Medicare and Medicaid Expenditures – an amount equal to the Actual Medical Expenditures plus the Actual Medicare Expenditures.
   vii. Material Change – a change that determines whether a risk sharing scenario is triggered or not triggered, including a change that results in recoupment instead of payment or payment instead of recoupment.

b. EOHHS shall calculate the Contractor's expenditures using the Contractor's financial reports for the Contract Year as captured in the 12-month refresh of the financial reports. In the event that Medicare Parts A and B Final Risk Adjustment is not captured in the 12-month refresh report for the Contract Year, EOHHS may open the reconciliation process to capture the Medicare Parts A and B Final Risk Adjustment when the adjustment is finalized, if the Contractor's revised Medical Component of the Medicare Parts A and B Premium Payment or the Contractor's revised Actual Medicare Expenditures results in a Material Change.

c. EOHHS shall calculate the following:

i. Medicaid Gains/Losses

To calculate whether the Contractor had Medicaid Gains or Medicaid Losses for the Contract Year, EOHHS shall subtract the Actual Medical Expenditures from the Medical Component of the Capitation Rate. If such difference is equal to an amount greater than zero, such difference shall be the Contractor's Medicaid Gains. If such difference is an amount less than zero, such difference shall be the Contractor's Medicaid Losses. If such amount equals zero, the Contractor shall have neither Medicaid Gains nor Medicaid Losses for the Contract Year.

ii. Combined Gains/Losses

To calculate whether the Contractor had Combined Gains or Combined Losses for the Contract Year, EOHHS shall subtract the Contractor's Combined Medicare and Medicaid Expenditures from the Contractor's Combined Medicare and Medicaid Revenue. If such difference is equal to an amount greater than zero, such difference shall be the Contractor's Combined Gains. If such difference is an amount less than zero, such difference shall be the Contractor's Combined Losses. If such amount equals zero, the Contractor shall have neither Combined Gains nor Combined Losses for the Contract Year.

2. Shared Medicaid Gains

a. If the absolute value of the Medicaid Gains is greater than 5% of the Medical Component of the Capitation Rate Payment, and the absolute value of the Combined Gains is greater than 2.5% of the Combined Medicaid and Medicare Revenue, the Contractor and EOHHS shall share Medicaid Gains as follows:

i. For the absolute value of Medicaid Gains that is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.

ii. For each additional percentage of the absolute value of Medicaid Gains that exceeds 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.

b. The Contractor's shared Medicaid Gains payments to EOHHS shall not exceed the amount that would result in an absolute value of Combined Gains less than or equal to 2.5% of the Combined Medicare and Medicaid Revenue.

3. Shared Medicaid Losses

a. If the absolute value of the Medicaid Losses is greater than 5% of the Medical Component of the Capitation Rate Payment, and the absolute value of the Combined Losses is greater than 2.5% of the Combined Medicare and Medicaid Revenue, the Contractor and EOHHS shall share Medicaid Losses as follows:

i. For the absolute value of Medicaid Losses that is less than or equal to 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.

ii. For each additional percentage of the absolute value of Medicaid Losses that exceeds 5% of the Medical Component of the Capitation Rate Payment, the Contractor share is 5% and the EOHHS share is 95%.

b. EOHHS's shared Medicaid Losses payments to the Contractor shall not exceed the amount that would result in an absolute value of Combined Losses greater than or equal to 2.5% of the Combined Medicare and Medicaid Revenue.

4. No Shared Medicaid Gains or Medicaid Losses

EOHHS and the Contractor shall not share Medicaid Gains or Medicaid Losses (i.e., the Contractor's share shall equal 100% and EOHHS' share shall equal 0%) when:

a. The absolute value of Medicaid Gains is less than or equal to 5% of the Medical Component of the Capitation Rate Payment.

b. The absolute value of the Medicaid Gains is greater than 5% of the Medical Component of the Capitation Rate Payment and the absolute value of Combined Gains is less than 2.5% of the Combined Medicare and Medicaid Revenue.

c. The absolute value of the Medicaid Losses is greater than 5% of the Medical Component of the Capitation Rate Payment and the absolute value of the Combined Losses is less than 2.5% of the Combined Medicare and Medicaid Revenue.

d. The absolute value of Medicaid Losses less than or equal to 5% of the Medical Component of the Capitation Rate Payment.