

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: Massachusetts Behavioral Health Partnership (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): 200 State St, Suite 305, Boston, MA 02109-2605		Business Mailing Address: One Ashburton Place, 11 th Fl., Boston, MA 02108	
Contract Manager: Sharon Hanson	Phone: 617-790-4000	Billing Address (if different): 600 Washington Street, Boston, MA 02111	
E-Mail: sharon.hanson@carelton.com	Fax:	Contract Manager: Emily Bailey	Phone: 857-260-7574
Contractor Vendor Code: VC6000182737		E-Mail: emily.r.bailey@mass.gov	
Vendor Code Address ID (e.g., "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		Fax:	
MMARS Doc ID(s): N/A		RFR/Procurement or Other ID Number: BD-22-1039-EHS01-EHS01-70615	
<input type="checkbox"/> NEW CONTRACT 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 all Grants - 815 CMR 2.00) (Solicitation Notice or 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"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: December 31, 2027 Enter Amendment Amount: \$ <u>no change</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, 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"/> 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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 . <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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 MassHealth's Managed Behavioral Health Contract amends the capitation rates in Appendix H-1 and the State Funded Services Contract.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of January 1, 2024 , 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, 2027 , 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: <u></u> Date: <u>5/15/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Glenn A. MacFarlane</u> Print Title: <u>President & CEO</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u></u> Date: <u>05/15/2024</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Zhao Zhang Mike Levine</u> Print Title: <u>Deputy Medical Director Assistant Secretary for MassHealth</u>	

AMENDMENT 4
to the
MANAGED BEHAVIORAL HEALTH VENDOR CONTRACT
Between
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID
1 ASHBURTON PLACE
BOSTON, MA 02108
And
THE MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP
100 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 the Managed Behavioral Health Vendor Contract (“Contract”), effective January 1, 2023, to provide innovative, cost-effective, high quality care management services, network management services, quality management activities and comprehensive Behavioral Health services for certain MassHealth Covered Individuals, 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; and

WHEREAS, EOHHS and the Contractor amended the Managed Behavioral Health Vendor Contract on 06/29/2023 (Amendment #1); 10/04/2023 (Amendment #2); 12/28/2023 (Amendment #3); and

WHEREAS, in accordance with **Section 5.8** of the Contract, EOHHS and the Contractor desire to further amend their agreement effective January 1, 2024, except as otherwise noted below, in accordance with the rates, terms and conditions set forth herein; 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 Contract as follows:

APPENDICES

Appendix H-1 is hereby amended by deleting it in its entirety and replacing it with the attached **Appendix H-1**.

APPENDIX H-1

PAYMENT AND RISK SHARING PROVISIONS

Section 1. MassHealth Capitation Payment and Related Payment Provisions

A. Per-Member Per-Month (PMPM) Capitation Rates for Contract Year 2024 (CY24)

1. PCC and TPL: PMPM (\$) Rates January 1, 2024 - December 31, 2024

Rating Category	Medical Services PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$129.73	\$ 14.85	\$ 0.40	\$ 5.81	\$ 150.79
Rating Category I Adult	\$ 68.47	\$ -	\$ 6.11	\$ 5.15	\$ 79.73
Rating Category I TPL	\$ 21.24	\$ 5.54	\$ 0.28	\$ 4.78	\$ 31.84
Rating Category II Child	\$388.19	\$199.60	\$ 0.48	\$ 13.13	\$ 601.40
Rating Category II Adult	\$252.23	\$ -	\$ 11.16	\$ 11.74	\$ 275.13
Rating Category II TPL	\$ 61.51	\$ 46.46	\$ 0.05	\$ 9.29	\$ 117.31
Rating Category IX	\$ 93.19	\$ -	\$ 9.49	\$ 6.17	\$ 108.85
Rating Category X	\$474.04	\$ -	\$139.11	\$ 15.27	\$ 628.42

2. Primary Care ACO: PMPM (\$) Rates January 1, 2024 - December 31, 2024

Rating Category	Medical Services PMPM	ABA PMPM	SUD PMPM	Admin PMPM	Total PMPM
Rating Category I Child	\$ 61.59	\$ 8.91	\$ 0.21	\$ 4.19	\$ 74.90
Rating Category I Adult	\$ 63.96	\$ -	\$ 7.02	\$ 4.17	\$ 75.15
Rating Category II Child	\$333.69	\$208.31	\$ 0.41	\$ 11.03	\$ 553.44
Rating Category II Adult	\$300.03	\$ -	\$ 24.58	\$ 11.63	\$ 336.24
Rating Category IX	\$106.35	\$ -	\$ 15.65	\$ 5.28	\$ 127.28

Rating Category X	\$561.51	\$ -	\$226.56	\$ 14.95	\$ 803.02
-------------------	----------	------	----------	----------	-----------

B. Risk Sharing Corridors for Contract Period CY24, 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 4 of the Contract) for PCC and TPL programs

1. Gain on the Medical Services Capitation Rates excluding 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 2024. EOHHS and the Contractor shall share such gain in accordance with the table below.

Gain	MassHealth Share	Contractor Share
Less than or equal to 1.5%	0%	100%
Above 1.5% and less than or equal to 3%	50%	50%
Above 3%	100%	0%

2. Loss on the Medical Services Capitation Rates excluding 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 2024. EOHHS and the Contractor shall share such loss in accordance with the table below.

Loss	MassHealth Share	Contractor Share
Less than or equal to 1.5%	0%	100%
Above 1.5% and less than or equal to 3%	50%	50%
Above 3%	100%	0%

C. Risk Sharing Corridors for CY24 for the Medical Services rates Component of Rating Categories Child I, Adult I, Child II, Adult II, IX, and X (pursuant to Section 4 of the Contract) for the Primary Care ACO Program

1. Gain on the Medical Services Capitation Rates excluding 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 CY24. EOHHS and the Contractor shall share such gain in accordance with the table below.

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

2. Loss on Medical Services Capitation Rates excluding 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 CY24. 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 2024 effective January 1, 2024, through December 31, 2024, for ABA and SUD Services for PCC, TPL and Primary Care ACO Programs

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

1. For Contract Year 2024, EOHHS shall conduct separate reconciliations with respect to ABA and SUD Services, as follows:
 - a. EOHHS will first determine the amount paid to the Contractor by EOHHS for ABA and SUD Services for Contract Year 2024, by multiplying the following:
 - i. The 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.
 - b. EOHHS will then determine the Contractor's expenditures for ABA and SUD Services for Contract Year 2024, 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 D.1.a** above, is greater than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b** above, then the Contractor shall be considered to have experienced a gain with respect to ABA and SUD Services for Contract Year 2024. EOHHS and the Contractor shall share such gain in accordance with the table below for 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 D.1.a** above, is less than the Contractor's expenditures, as determined by the calculation described in **Section D.1.b.** above, then the Contractor shall be considered to have experienced a loss with respect to ABA and SUD Services for Contract Year 2024. 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%

2. To assist with the reconciliation process for ABA and SUD Services described above, the Contractor shall, within 180 days after the end of Contract Year 2024, submit claims data with respect to ABA and SUD services in the form and formats specified in **Appendix E**.

Section 2. MassHealth Other Payments

A. Care Management Program

The Contractor shall calculate the number of engaged enrollees in the Practice Based Care Management program (PBCM) by month and report to EOHHS on a quarterly basis. EOHHS shall issue the Engagement PPM amount, upon review and approval.

Base Per-Participant Per-Month (PPPM) engagement rate for Practice Based Care Management:

Per Participant Per Month.....\$150.00

B. Performance Incentives Arrangements

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

The CY2024 Payments for performance incentives detailed in Appendix G to the Contract shall be \$3,000,000.00.

C. PCC Plan Support

For CY24, EOHHS shall pay the Contractor a fixed amount of \$850,000 for PCC Plan Support for PCC Plan enrollment up to 85,000 members, to be paid out in monthly installments.

EOHHS reserves the right to reduce the fixed annual amount for PCC Plan Support if the PCC Plan enrollment goes below 70,000 Enrollees and is projected to stay at or below that level, as determined by EOHHS.

If PCC Plan enrollment exceeds 85,000 Enrollees and is projected to stay above 85,000 members, as determined by EOHHS, EOHHS shall pay the Contractor an additional Per Enrollee Per Month rate of \$1 for each additional member in excess of 85,000. The payments shall be based on the monthly PCC member estimates used for prospective monthly capitation payment calculations and shall not be reconciled to actual PCC Plan enrollment.

Section 3. Other Non-MassHealth Payments

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

Contingent upon receipt of funding from DCF, EOHHS shall pay the Contractor \$52,000.00 in support of the Mobile Crisis Intervention/Runaway Assistance Program. The Contractor shall allocate these funds to each of the Contractor's Community Behavioral Health Centers that contract with the Contractor to operate the MCI/RAP in accordance with **Section 4.2.N**.

B. Autism Spectrum Disorder-Intellectual Disability (ASD-ID) for MCPAP (pursuant to Section 4.2.A.7 of the Contract)

EOHHS shall pay the Contractor \$650,000 in Calendar Year 2024 in support of the ASD-ID for MCPAP activities.

1. The Contractor's ASD-ID for MCPAP spending shall not exceed the funding amount set forth in this sub-section.
2. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the ASD-ID for MCPAP activities in subsequent contract periods, if any.
3. EOHHS reserves the right to require reporting on expenditures related to this program.

C. Early Childhood MCPAP (pursuant to Section 4.2.A.7 of the Contract)

Subject to availability of funding from DPH, EOHHS shall pay the Contractor \$459,523 in Calendar Year 2024 in support of the Early Childhood (EC) MCPAP activities.

1. The Contractor's EC MCPAP program spending in CY2024 shall not exceed the funding amount set forth in this sub-section.
2. Any unspent funds at the end of the Contract period shall carry-over and be applied towards the EC MCPAP activities in subsequent contract periods, if any.
3. EOHHS reserves the right to require reporting on expenditures related to this program.

D. Crisis Service Safety Initiative – “Living Room Model” (pursuant to Section 4.2.A.8 of the Contract)

The Crisis Services Safety Initiative payment shall be \$1,403,388 in Contract Year 2024. This amount will be paid out in monthly installments determined by EOHHS.

E. [Reserved]

F. Community Crisis Program for Uninsured Individuals Service Compensation Rate Payment (pursuant to Section 4.2.K of the Contract)

The Community Crisis Program for Uninsured Individuals Service Compensation Rate Payment shall be \$6,880,000.00 in Contract Year 2024 and paid out in monthly installments to be determined by EOHHS.

G. Community Crisis Administration Payment

The CY24 funding for the administration of Community Crisis Program for Uninsured Individuals shall be \$185,000. The payments will be issued in monthly installments to be determined by EOHHS.

H. DPH Emergency Department (ED) Boarding Grant Initiatives Payment (pursuant to Section 4.2.O of the Contract)

Contingent upon receipt of funding from DPH, EOHHS shall pay the Contractor \$2,500,000 in support of ED boarding initiatives. EOHHS shall determine the disbursement frequency of the funds. The ED boarding initiatives spending shall not exceed the funding amount set forth in this sub-section. Any unspent funds at the end of the contract period shall be returned to EOHHS unless otherwise directed. EOHHS reserves the right to require reporting on expenditures related to the ED boarding initiatives in a form and frequency determined by EOHHS.

I. Mobile Crisis Intervention Uncompensated Care Payment (pursuant to Section 2.6.B.1 of the Contract)

1. For each individual for which the Contractor pays for the mobile crisis intervention initial evaluation and first day crisis interventions pursuant to **Section 2.6.B.1** of the

Contract, EOHHS shall pay the Contractor a rate of \$1,024.64 for an adult mobile non-emergency department encounter, \$1075.87 for a youth non-emergency department encounter or \$695.29 for a community-based encounter for such individual.

2. To facilitate payment of the aforementioned claims, the Contractor shall submit invoices to EOHHS at a frequency and format specified by EOHHS in **Appendix E-4**.

J. Emergency Department Crisis Evaluation Payment (pursuant to Section 2.6.B.3 of the Contract)

1. For each individual for which the Contractor pays for the initial crisis evaluation service in the emergency department pursuant to **Section 2.6.B.3** of the Contract, EOHHS shall pay the Contractor a rate of \$695.29 for such individual.
2. To facilitate payment of the aforementioned claims, the Contractor shall submit invoices to EOHHS at a frequency and format specified by EOHHS in **Appendix E-4**.