

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: 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,T&C): 58 Charles Street, Cambridge, MA 02141	Business Mailing Address: One Ashburton Place, 5 th Floor, Boston, MA 02108
Contract Manager: David Webster	Billing Address (if different):
E-Mail: dwebster@seniorwholehealth.com	Contract Manager: Corrinne Altman Moore
Phone: 617-252-6380 Fax:	E-Mail: Corrinne.AltmanMoore@mass.gov
Contractor Vendor Code: VC7000090535	Phone: 617-573-1601 Fax: 617-222-7585
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): FR/Procurement or Other ID Number: 15LCEHSSCORFA
<p style="text-align: center;"><u> </u> NEW CONTRACT</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;"><input checked="" type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: <u>12/31/2021</u> Enter Amendment Amount: \$ <u>rate contract</u> . (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)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <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 <i>new</i> 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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> 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 5 to the Second Amended and Restated SCO Contract.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" 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 <u> </u> , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of <u> </u> , <u>20</u> , 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, 2022 , 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><i>David Webster</i></u> Date: <u>12/26/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Webster</u> Print Title: <u>President</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (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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CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2022</u> , 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , 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: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Webster</u> Print Title: <u>President</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: <u>06/16/20</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>

**AMENDMENT 5
TO THE
SECOND AMENDED AND RESTATED CONTRACT
FOR SENIOR CARE ORGANIZATIONS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
SENIOR WHOLE HEALTH, LLC**

This Second Amended and Restated Contract for Senior Care Organizations, effective January 1, 2019 and amended August 6, 2019 (Amendment #1), amended effective January 1, 2020 (Amendment #2) and amended effective January 1, 2020 (Amendments #3 and #4) is between the Commonwealth of Massachusetts, acting by and through the MassHealth Office of Long Term Services and Supports of the Executive Office of Health and Human Services (EOHHS), and Senior Whole Health (the Contractor). The Contractor's principal place of business is: 58 Charles Street, Cambridge, MA 02141.

WHEREAS, EOHHS is an agency of the Commonwealth of Massachusetts responsible for operating a program of medical assistance (MassHealth) under 42 USC §1396 et seq., and M.G.L. c. 118E, §1 et seq., designed to pay for medical services for eligible individuals;

WHEREAS, the Contractor is in the business of providing medical services and EOHHS desired to purchase such services from the Contractor;

WHEREAS, the Contractor agrees to furnish these services in accordance with the terms and conditions of this Contract and in compliance with all federal and State laws and regulations;

WHEREAS, in accordance with **Section 5.10** of the Contract, EOHHS and the Contractor wish to amend the Second Amended and Restated Contract update plan Service Areas, update rates, and extend the contract period, effective January 1, 2021;

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

SECTION 2 CONTRACTOR RESPONSIBILITIES, shall be amended, as follows:

1. **Section 2.9.C.5** is hereby deleted in its entirety and replaced as follows:

“The Contractor must conduct, as directed by EOHHS, an annual SCO-level (as opposed to Contractor-level) CAHPS survey, using an approved CAHPS vendor and report CAHPS data to EOHHS annually on the anniversary of the start date of this Contract. Such SCO-level CAHPS survey shall include supplemental questions as directed by EOHHS.”

SECTION 4 PAYMENT AND FINANCIAL PROVISIONS, shall be amended, as follows:

1. **Section 4.1.D Health Insurer Provider Fee Adjustment** is hereby amended by adding at the end:

“9. For Calendar Year 2021, such adjustment shall be a retroactive, one-time adjustment made as a single payment on or after January 1, 2023.”

SECTION 5 ADDITIONAL TERMS AND CONDITIONS, shall be amended as follows:

1. **Section 5.9** is hereby deleted in its entirety and replaced with a new **Section 5.9** as follows:

“Section 5.9 Contract Term

This Contract shall be in effect from January 1, 2016 through December 31, 2022. At the option of EOHHS, the Contract may be extended in one year increments through December 31, 2025. EOHHS may exercise its extension option by providing written notice to the Contractor of its intent to do so at least sixty (60) days prior to the expiration of the Contract term. The extension shall be under the same terms and conditions as the initial terms.”

The APPENDICES, shall be amended as follows:

1. **Appendix E** is hereby amended and replaced with the Appendix E attached hereto.
2. **Appendix H** is hereby amended and replaced with the Appendix H attached hereto.

APPENDIX E

EXHIBIT 1

CAPITATION RATES

Rates for Contract Year -2021
(Subject to CMS Approval)

	Community Settings of Care			Institutional Settings of Care		
	Other	AD/CMI	NHC*	Tier 1	Tier 2	Tier 3
Dually Eligible Greater Boston	RC 20 \$520.69	RC 22 \$721.44	RC 24 \$2,295.76	RC 26 \$4,801.72	RC 27 \$7,010.94	RC 28 \$8,582.99
Dually Eligible Outside Greater Boston	RC 21 \$576.28	RC 23 \$690.55	RC 25 \$2,473.46	RC 26 \$4,801.72	RC 27 \$7,010.94	RC 28 \$8,582.99
MassHealth Only, Greater Boston	RC 30 \$1,054.47	RC 32 \$1,719.34	RC 34 \$3,601.21	RC 36 \$4,801.72	RC 37 \$7,010.94	RC 38 \$8,582.99
MassHealth Only, Outside Greater Boston	RC 31 \$1,192.78	RC 33 \$1,658.89	RC 35 \$3,647.01	RC 36 \$4,801.72	RC 37 \$7,010.94	RC 38 \$8,582.99

***Base (non-risk-adjusted) rates**

**APPENDIX E
EXHIBIT 2
RISK SHARING ARRANGEMENTS**

Contract Year 2021

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

1. Gain scenario

If the medical component of the Capitation Rate Payment as set forth in **Section 4.7.C.2** is greater than Actual Medical Expenditures as set forth in **Section 4.7.C.3**, then the Contractor will be in a “Gain for the Contract Year”, with the “Gross Gain Amount for the Contract Year” defined as the difference between the medical component of the Capitation Rate Payment and the Actual Medical Expenditures. The Contractor and EOHHS will share the Gross Gain Amount for the Contract Year as set forth below:

- a. If the Gross Gain Amount for the Contract Year is less than or equal to 2% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.
- b. If the Gross Gain Amount for the Contract Year is greater than 2% but less than or equal to 4% of the Medical Component of the Capitation Rate Payment,
 - 1) For the first 2%, Contractor share is 100% and the EOHHS share is 0%; and
 - 2) For additional percentage above 2%, Contractor share is 50% and EOHHS share is 50%.
- c. If the Gross Gain Amount for the Contract Year is greater than 4% of the Medical Component of the Capitation Rate Payment,
 - 1) For the first 2%, Contractor share is 100% and the EOHHS share is 0%;
 - 2) For 2% - 4%, Contractor share is 50% and EOHHS share is 50%; and
 - 3) For additional percentage above 4%, Contractor share is 20% and EOHHS share is 80%.

2. Loss scenario

If the medical component of the Capitation Rate Payment as set forth in **Section 4.6.C.2** is less than Actual Medical Expenditures as set forth in **Section 4.7.C.3**, then the Contractor will be in a “Loss for the Contract Year”, with the “Gross Loss Amount for the Contract Year” defined as the difference between the Medical Component of the Capitation Rate Payment and the Actual Medical Expenditures. The Contractor and EOHHS will share the Gross Loss Amount for the Contract Year as set forth below:

- a. If the Gross Loss Amount for the Contract Year is less than or equal to 2% of the Medical Component of the Capitation Rate Payment, the Contractor share is 100% and the EOHHS share is 0%.
- b. If the Gross Loss Amount for the Contract Year is greater than 2% but less than or equal to 4% of the Medical Component of the Capitation Rate Payment,
 - 1) For the first 2%, the Contractor share is 100% and the EOHHS share is 0%;
and
 - 2) For additional percentage above 2%, the Contractor share is 50% and the EOHHS share is 50%.
- c. If the Gross Loss Amount for the Contract Year is greater than 4% of the Medical Component of the Capitation Rate Payment,
 - 1) For the first 2%, the Contractor share is 100% and the EOHHS share is 0%;
 - 2) For 2% - 4%, the Contractor share is 50% and the EOHHS share is 50%; and
 - 3) For additional percentage above 4%, the Contractor share is 20% and the EOHHS share is 80%.

Appendix H

Service Area

Bristol County

Essex County

Hampden County

Middlesex County

Norfolk County

Plymouth County

Suffolk County

Worcester County