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: Boston Medical Center Health Plan, Inc. **(and d/b/a):**		**COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services** **MMARS Department Code: EHS**	
Legal Address: (W-9, W-4): 529 Main Street, Suite 500, Charlestown, 02129		**Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA 02108**	
Contract Manager: Nelie Lawless	**Phone: (617) 748-6000**	**Billing Address (if different):**	
E-Mail: Nelie.lawless@BMCHP-wellsense.org	**Fax:**	**Contract Manager: Corrinne Altman Moore**	**Phone: 617-595-6404**
Contractor Vendor Code: VC7000072388		**E-Mail: Corrinne.AltmanMoore@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)

_X_ CONTRACT AMENDMENT

Enter **Current Contract End Date *Prior*** to Amendment: **December 31, 2022 .**
Enter **Amendment Amount**: $ _____. (or "no change")

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

_x_ **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): _x_ 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.
x__ 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: _x_ 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 6 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:

_x_ 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, 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 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: Heather Thiltgen . **Date:** 12/29/21 .
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Heather Thiltgen .
Print Title: President .

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: Amanda Cassel Kraft . **Date:** Dec 30, 2021 .
Amanda Cassel Kraft (Dec 30, 2021 09:00 CST)
(Signature and Date Must Be Captured At Time of Signature)
Print Name: Amanda Cassel Kraft .
Print Title: Assistant Secretary for MassHealth .

AMENDMENT 6
TO THE
SECOND AMENDED AND RESTATED CONTRACT
FOR SENIOR CARE ORGANIZATIONS
BY AND BETWEEN
THE EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
AND
BOSTON MEDICAL CENTER HEALTH PLAN, INC.

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), amended effective January 1, 2020 (Amendments #3 and #4), and amended effective January 1, 2021 (Amendment #5) 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 Boston Medical Center Health Plan, Inc. (the Contractor). The Contractor's principal place of business is: 529 Main Street, Suite 500, Charlestown, 02129.

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 to update rates, certain financial requirements, certain reporting requirements, and to make other corrections and federally required updates, effective upon execution, unless otherwise stated;

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

1. Effective January 1, 2021, **Section 1** is hereby amended by striking the definition of "Capitation Rate" and replacing it as follows:

   "**Base Capitation Rate** – a fixed monthly fee paid prospectively by EOHHS to the Contractor for each Enrollee for all Covered Services actually and properly delivered to the Enrollees in accordance with and subject to the provisions of this Contract and all applicable federal and state laws, regulations, rules, billing instructions, and bulletins, as amended, prior to the application of any risk adjustment."

2. Effective January 1, 2021, **Section 1** is hereby further amended by adding the following definition in alphabetical order:

"Risk Adjusted Capitation Rate – the Base Capitation Rate as adjusted to reflect acuity of the Enrollees in accordance with **Section 4.1.C** of the Contract."

3. **Section 2.2.C** is hereby amended by striking it in its entirety and replacing with the following new **Section 2.2.C**:

"C. By January 1, 2023, the Contractor shall operate a Medicare Advantage dual eligible special needs plan for its SCO product under a unique CMS Medicare contract number ("H number"), subject to CMS approval, separate from all other Medicare Advantage contracts offered by the Contractor."

4. **Section 2.4.A** is hereby amended by striking **Section 2.4.A.15.c** in its entirety and replacing it with the following:

"c. The Enrollee, or a Provider on behalf of an Enrollee, may request authorization orally or in writing, except for requests for payment, which must be in writing (unless the Contractor has implemented a voluntary policy of accepting verbal payment requests). The Contractor must notify the Provider of decisions on Service Authorization Requests and related notices as specified in **Section 2.8.B**. The notices shall be issued as expeditiously as the Enrollee's health condition requires but no later than 14 days after the receipt of the request for service. The Contractor may extend the 14 day deadline by up to 14 additional calendar days if the Enrollee requests the extension or if the Contractor justifies a need for additional information and how the delay is in the interest of the Enrollee. When the Contractor extends the deadline, it must notify the Enrollee in writing of the reasons for the delay and inform the Enrollee of the right to file a Grievance if he or she disagrees with the Contractor's decision to grant an extension. The Contractor must notify the Enrollee of its determination as expeditiously as the Enrollee's health condition requires, but no later than upon expiration of the extension;"

5. **Section 2.4.D** is hereby amended by adding a new **Section 2.4.D.8.c** as follows:

"c. In accordance with Section 1004 of the Substance Use Disorder Prevention that Promotes Opioid Recovery and Treatment for Patients and Communities Act, also referred to as the SUPPORT for Patients and Communities Act or the SUPPORT Act, and consistent with other applicable Contract requirements, the Contractor shall have in place the following with respect to its drug utilization review (DUR) program in a manner compliant with the requirements set forth in such act:

1) Safety edits, including but not limited to, as further directed by EOHHS:

a) Having safety edits in place that include prior authorization when the accumulated daily morphine equivalents for an individual exceeds the maximum amount allowed by the state, quantity limits, early refill rules, duplicate and overlap restrictions; and

b) Implementing a safety edit for concurrent chronic use of opioids and benzodiazepines, and review automated processes;

2) A program to monitor antipsychotic medications, including but not limited to, as further directed by EOHHS:

a) Having a method to monitor and report on concurrent chronic use of opioids and antipscychotics; and

b) Monitoring antipsychotic medications in children by continuing to implement the Pediatric Behavioral Health Medication Initiative (PBHMI), a program to monitor antipsychotic medications in children, as described in **Section 2.6.B.c.6**; and

3) Fraud and abuse identification requirements, including but not limited to, having a process that identifies potential fraud or abuse by Enrollees, health care providers, and pharmacies; and

4) Any required claims review automated processes."

6. **Section 2.7** is hereby amended by adding a new **Section 2.7.D** as follows:

"D. The Contractor shall comply with federal and State (including EOHHS) requirements regarding electronic visit verification, as directed by EOHHS."

7. **Section 2.8** is hereby amended by striking **Section 2.8.A.11** in its entirety and replacing it with the following:

"11. The Contractor shall inform providers and subcontractors at the time they enter into a contract about BOH procedures and the Contractor's Grievance and internal Appeal system including, at a minimum, information on the Grievance, internal Appeal, external appeal, and Board of Hearing procedures and timeframes. Such information shall include:

a. The right to file a Grievance or internal Appeal;

b. The requirements and timeframes for filing a Grievance or internal Appeal;

c. An Enrollee's right to request a fair hearing;

d. An Enrollee's right to Continuing Services; and

e. The availability of assistance in the filing process."

8. **Section 2.8** is hereby further amended by striking **Section 2.8.B.4.e** in its entirety and replacing it as follows:

"e. For standard or expedited service authorization decisions not reached within the timeframes specified in **Section 2.4.A.15**, whichever is applicable, on the day that such timeframes expire."

9. **Section 2.8** is hereby further amended by striking **Section 2.8.C.10.c** in its entirety and replacing it as follows**:**

"c. The Contractor shall treat an oral request seeking to appeal an Adverse Action as an internal Appeal in order to establish the earliest possible filing date for internal Appeals and shall confirm the Appeal in writing as specified in **Section 2.8.A.7.b**, unless the Enrollee or the Provider requests expedited resolution of the Appeal;"

10. **Section 2.8** is hereby further amended by striking **Section 2.8.D.3.b.2.b** in its entirety and replacing it as follows:

"b) That the Enrollee will receive Continuing Services, if applicable, while the BOH Appeal is pending if the Enrollee submits the appeal request to the BOH on or before the later of the following:

(i) Ten (10) calendar days from the date the Contractor sent the notice of Adverse Action, unless the Enrollee specifically indicates that the Enrollee does not want to receive Continuing Services, or

(ii) The intended effective date of the Contractor's proposed Adverse Action as stated in the notice of Adverse Action."

11. **Section 2.8** is hereby further amended by striking **Sections 2.8.I.1** through **2.8.I.2** in its entirety and replacing them with the following:

"1. The Contractor shall comply with the provisions of 42 CFR 438.420 and 42 CFR 422.632 and, in addition, provide Continuing Services while an internal Appeal is pending and while a BOH Appeal is pending, unless the Enrollee specifically indicates that the Enrollee does not want to receive Continuing Services, when all of the following conditions are met:

a. The Appeal involves the termination, suspension, or reduction of a previously authorized service;

b. The enrollee's services were ordered by an authorized provider; and

c. The period covered by the original authorization has not expired.

2. The Contractor shall provide Continuing Services until one of the following occurs:

a. The Enrollee withdraws the internal Appeal;

b. The period covered by the original authorization has expired;

c. The Contractor sends the notice of an adverse internal Appeal resolution; or

d. For Appeals involving Medicaid benefits:

1) The Enrollee does not request a BOH Appeal in a timely fashion;

2) The Enrollee withdraws the BOH Appeal; or

3) The BOH issues a decision adverse to the Enrollee."

12. **Section 2.11** is hereby amended by striking **Section 2.11.C.7** in its entirety and replacing it as follows:

"7. Reporting

To demonstrate that the Contractor has met the requirements of this **Section 2.11**, the Contractor must submit to EOHHS all required financial reports, as described in this **Section 2.11** and **Appendix D**, in accordance with specified timetables, definitions, formats, assumptions, and certifications, as well as any additional financial reports as requested by EOHHS."

13. Effective January 1, 2021, **Section 2.16** is hereby amended by striking **Section 2.16.B.2** in its entirety and replacing it as follows:

"**Section 2.16 Contractor COVID-19 Efforts**

The Contractor shall, as set forth in this Contract and as further directed by EOHHS, help manage the 2019 novel Coronavirus (COVID-19) as set forth in this section.

A. As further specified by EOHHS, the Contractor shall help manage COVID-19 for at least the duration of the state of emergency declared via Executive Order No. 591 that began on March 10, 2020 and as set forth in MassHealth bulletins, including but not limited to MassHealth managed care entity bulletins, and other MassHealth guidance. Rate increases described in this **Section 2.16** shall be separate and distinct from rate increases described in **Sections 2.17** and **2.18**.

B. The Contractor shall institute the rate increases and payments as set forth in this section and as further described in MassHealth's managed care entity bulletins, as may be updated from time to time.

1. As further specified by EOHHS, the Contractor shall increase its contracted rates relative to such rates paid as of March 31, 2020, for the following services covered under the traditional Medicaid benefit: Personal Care Attendant Services and other Personal Assistance Services paid at the collectively bargained PCA rate, Home Health Services, Continuous Skilled Nursing, Acute Treatment Services, and Clinical Stabilization Services. Rate increases required under this section must be effective for dates of service on or after April 1, 2020, until further specified by EOHHS. Such rate increases shall apply to services delivered in-person and via telehealth, as applicable.

2. Between July 2, 2020 and July 31, 2020, until further specified by EOHHS the Contractor shall continue to pay its contracted Adult Day Health providers, including if applicable those Adult Day Health providers contracted through an Aging Services Access Point (ASAP), its contracted rates for Adult Day Health services under the traditional Medicaid benefit, for each day an Enrollee was scheduled to attend the Adult Day Health program, provided however that such payments shall only be made for Enrollees for whom the Adult Day Health provider documents at least four qualifying encounters with the Enrollee per month averaging one qualifying encounter per week, as specified

by EOHHS. The Contractor shall require its contracted Adult Day Health providers to report to the Contractor, or to the Contractor's contracted ASAP where applicable, on each such encounter in a form and format and at a frequency specified by EOHHS.

3. Adult Day Health Directed Payments

    a. As further specified by EOHHS and in a manner that does not overlap with payments made under **Section 2.16.B.2**, the Contractor shall increase its contracted rates for Adult Day Health services, relative to such rates paid as of February 29, 2020 as described below. Such rate increases shall apply to services delivered via in-person and remote modalities, as applicable.

        1) A 40% increase for dates of service August 1, 2020 through September 30, 2020.

        2) A 25% increase for dates of service October 1, 2020 through November 30, 2020. The 25% increase shall supplant the previous 40% increase under **Section 2.16.B.3.a.1** such that the increases are not additive.

        3) A 40% increase for dates of service December 1, 2020, through February 28, 2021. This 40% increase shall supplant the previous increases under **Sections 2.16.B.3.a.1** and **2.16.B.3.a.2.**

        4) A 25% increase for dates of service March 1, 2021, through December 31, 2021. This 25% increase shall supplant the previous increases under **Sections 2.16.B.3.a.1**, **2.16.B.3.a.2,** and **2.16.B.3.a.3**.

        5) A 15% increase for dates of service January 1, 2022, through June 30, 2022. The 15% increase shall supplant the previous increases under **Sections 2.16.B.3.a.1**, **2.16.B.3.a.2**, **2.16.B.3.a.3**, and **2.16.B.3.a.4.**

4. As further specified by EOHHS, for dates of service on or after January 1, 2021, until further specified by EOHHS, for Medicaid-only Enrollees, the Contractor shall conform their rates of payment with MassHealth rates for COVID-19 vaccine administration, monoclonal antibody product infusion, COVID-19 laboratory analysis codes, and high throughput COVID-19 testing.

C. Additional Requirements

1. If the Contractor has sub-capitated or Alternative Payment Methodology (APM) arrangements with providers, the sub-capitated or APM payments to providers should be increased by the equivalent of the rate increases that would be required for fee for service payments as set forth in this section.

2. The Contractor shall not subject the required rate increases to any withhold arrangement with providers and will ensure that providers receive the full rate increases in payments made for the services listed in Section 2.16.B.1.

3. All encounter file claim paid amounts with dates of service as of the rate increase effective date must reflect the specified rate increases.

4. The Contractor shall certify on a monthly basis in a form and format specified by EOHHS, to compliance with these rate increase requirements. Such certification shall include certification that the Contractor has made timely payments which include these required increases, with no offsets to provider payments through withholds, sub-capitated payment arrangements or other APMs."

14. Effective January 1, 2021, **Section 2** is hereby amended by adding the following new **Section 2.17**:

"17. Enough Pay to Stay (EPTS) Rate Provisions

A. Rate increases described in this **Section 2.17** shall be separate and distinct from and additive to rate increases described in **Sections 2.16** and **2.18** as set forth in 101 CMR 449.000.

B. As further specified by EOHHS, the Contractor shall increase its contracted rates for the following services as follows:

1. Relative to such rates paid as of December 31, 2020, for dates of service from January 1, 2021 through June 30, 2021:

a. Homemaker: $0.65 increase per 15 minute unit

b. Personal Care Services, excluding self-directed Personal Care Attendant Services: $0.65 increase per 15 minute unit

c. Home Health Aide: $0.67 increase per 15 minute unit

2. Relative to such rates paid as of October 1, 2021, for dates of services from October 1, 2021 through June 30, 2022:

a. Homemaker: $0.99 increase per 15 minute unit

b. Personal Care Services, excluding self-directed Personal Care Attendant Services: $0.99 increase per 15 minute unit

c. Home Health Aide: $0.89 increase per 15 minute unit."

15. Effective July 1, 2021, **Section 2** is hereby further amended by adding the following new **Section 2.18**:

"18. Directed Payments Related to Certain HCBS Services and Certain Behavioral Health Services

A. Rate increases described in this **Section 2.18** shall be separate and distinct from rate increases described in **Sections 2.16** and **2.17**.

B. As further specified by EOHHS, the Contractor shall increase its contracted rates relative to such rates paid as of June 30, 2021 (except as otherwise specified), for the following home and community-based services covered under the traditional Medicaid benefit and as follows:

1. For Adult Day Health a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

2. For Adult Foster Care a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

3. For Ambulance and Wheelchair Van Services a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

4. For Continuous Skilled Nursing Services:

   a. A 30% rate increase effective for dates of service July 1, 2021 through December 31, 2021;

   b. A 10% rate increase relative to the rates in effect as of January 1, 2022 for dates of service January 1, 2022 through June 30, 2022.

5. For Day Habilitation a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

6. For Durable Medical Equipment a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

7. For Home Health a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

8. For Group Adult Foster Care a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

9. For Personal Care Attendant (PCA) Services and other Personal Assistance Services paid at the collectively bargained PCA rate, a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

C. As further specified by EOHHS, the Contractor shall increase its contracted rates relative to such rates paid as of June 30, 2021 (except as otherwise specified), for the following Behavioral Health services covered by MassHealth and as follows:

1. For Emergency Services Program (ESP) and Crisis Stabilization (also referred to as Community Crisis Stabilization) a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

2. For Outpatient Services, including both Mental Health and SUD Clinic Services listed below, a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

    a. Family Consultation

    b. Case Consultation

    c. Diagnostic Evaluation

    d. Dialectical Behavioral Therapy (DBT)

    e. Medication Visit

    f. Couples/Family Treatment

    g. Group Treatment

    h. Individual Treatment

    i. Inpatient-Outpatient Bridge Visit

    j. Acupuncture Treatment

    k. Opioid Replacement Therapy (also referred to as Opioid Treatment Service)

    l. Ambulatory Detoxification (Level II.d) (also referred to as Ambulatory Withdrawal Management)

    m. Psychological Testing

    n. Electro-Convulsive Therapy

    o. Psychological Neuropsychological Testing

3. For Community Support (also referred to as Community Support Program or CSP), including CSP Services for Chronically Homeless Individuals, a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

4. For Psychiatric Day Treatment, including Structured Outpatient Addiction Program (SOAP) and Intensive Outpatient Program (IOP) a 10% rate increase relative to the rates in effect as of July 1, 2021, effective for dates of service July 1, 2021 through June 30, 2022.

5. For Partial Hospitalization (PHP) a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

6. For Acute Treatment Services (ATS) for Substance Use Disorders and Clinical Support Services (CSS) for Substance Use Disorders (including Individualized Treatment Services) a 10% rate increase relative to the rates in effect as of July 1, 2021, effective for dates of service July 1, 2021 through June 30, 2022.

7. For Recovery Support Navigators (RSN) a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022.

8. For Recovery Coaching a 10% rate increase effective for dates of service July 1, 2021 through June 30, 2022."

16. Effective January 1, 2021, **Section 4.1** is hereby amended by striking **Section 4.1.B** in its entirety and replacing it as follows:

"B. Modifications to Base Capitation Rates

EOHHS will notify the Contractor in advance and in writing of any proposed changes to the Base Capitation Rates by RC. Changes to EOHHS Base Capitation Rates will be established by amendment to this Contract."

17. Effective January 1, 2021, **Section 4.1** is hereby further amended by striking **Section 4.1.D.6** through **Section 4.1.D.9,** inclusive, and replacing it with a new **Section 4.1.D.6** as follows:

"6. For Calendar Year 2019, such adjustment shall be a retroactive, one-time adjustment made as a single payment on or after December 1, 2021."

18. Effective January 1, 2021, **Section 4.1** is hereby further amended by adding a new **Section 4.1.E**:

"E. COVID-19 Vaccination Incentive Payment

1. For Calendar Year 2021, EOHHS shall provide the Contractor with a vaccine incentive payment if, by June 30, 2021, the Contractor ensures that at least eighty-five (85%) percent of the Plan's eligible Enrollees as specified below are fully vaccinated (i.e. all doses of the recommended regimen for the applicable vaccine are administered) or it is one of the top two SCO plans with a vaccination rate above fifty (50%) percent. Enrollees in the Contractor's plan eligible to be counted towards the percent vaccination threshold shall:

   a) Reside in the cities and towns identified by DPH as most disproportionately impacted by COVID-19, as further directed by EOHHS; and

   b) Exclude those Enrollees in Institutional Rating Categories, as set forth in **Appendix N**, as of January 1, 2021.

2. Subject to the Contractor meeting the requirements set forth in **Section 4.1.E** above, such vaccine incentive payment shall be $500,000."

3. Such vaccine incentive payment shall be excluded from the calculation of Medical Loss Ratios as described in **Section 2.13.Q** and the Contract-Wide Risk Sharing Arrangement as described in **Section 4.7.C.4** and **Appendix E**.

4. Such incentive arrangement is available to both public and private Contractors under the same terms of performance. Participation in this incentive arrangement is not conditioned upon the Contractor entering into or adhering to intergovernmental transfer agreements. Such incentive arrangement is necessary for the specified activities, targets, performance measures, or quality-based outcomes that support program initiatives as specified in the state's quality strategy."

19. **Section 5.1.I** is hereby amended by striking **Section 5.1.I** and replacing it with the following:

"I. Timely Payments to Contracted Providers

The Contractor must make timely payments to Providers for SCO Covered Services furnished to Enrollees in accordance with 42 USC 1396u-2(f) and 42 CFR 447.46. The Contractor must ensure that ninety (90%) percent of payment claims from practitioners who are in individual or group practice, which can be processed without obtaining additional information from the practitioners or from a third party, will be paid within thirty (30) days of the date of receipt of the claim. In addition, ninety-nine (99%) percent of all claims from Covered Service providers will be paid within 90 days from the date the Contractor receives the claim. The Contractor and its providers may by mutual agreement, in writing, establish an alternative payment schedule. Generally, the date of receipt is the day the Contractor receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. The Contractor shall submit claims processing reports on timely payment to providers monthly and annually as specified in Appendix D."

20. **Appendix D** is hereby amended and replaced with the **Appendix D** attached hereto.

21. Effective January 1, 2021, **Appendix E** is hereby amended and replaced with the **Appendix E** attached hereto.

APPENDIX D
REPORTING REQUIREMENTS

The Contractor must report performance, as required by the Contract, to EOHHS and CMS through financial statements and ratios, using the financial indicators and according to the definitions below. These indicators are intended to measure the liquidity, efficiency, composition, capitalization, and profitability of the Contractor, in accordance with generally accepted accounting principles. The Contractor must provide financial and other reports to EOHHS and CMS as directed by EOHHS and CMS, including documentation and an explanation of any deviations from the standards as defined below. All reports must be inclusive of data from subcontractors. All data must be related to the specific entity which directly operates the Senior Care Options Program (i.e., not the parent organization or affiliate).

The Contractor shall submit the reports below as specified:

A. Immediately:

1. Notify EOHHS when the Contractor has reason to consider insolvency or otherwise has reason to believe it or any subcontractor is other than financially sound and stable, or when financial difficulties are significant enough for the chief executive officer or chief financial officer to notify the Contractor's board of the potential for insolvency. (**Section 2.11.B**)

2. Notify EOHHS of any material negative change in the Contractor's financial status that could render the Contractor unable to comply with any requirement of this Contract, or that is significant enough for the chief executive officer or chief financial officer to notify its Board of the potential for insolvency. (**Section 2.11.C**)

B. Monthly, to EOHHS and CMS:

1. Number and types of grievances and appeals filed by Enrollees as well as how and in what time frames they were resolved in accordance with **Section 2.13.D.** Reports should include relevant information from the annual analysis of Enrollee Surveys in accordance with **Section 2.12.C.**

2. Encounter data in accordance with **Section 2.13.B.**

3. Enrollee-level risk score data, at the direction of and in a format prescribed by EOHHS.

4. Excluded Provider Monitoring Report as described in **Section 2.5.B.1f.1.d**.

5. Claims processing report on timely payment to Providers as set forth in **Section 5.1.I**.

C. Quarterly, to EOHHS and CMS:

1. Financial data related to cost for the Massachusetts SCO covered population. The report shall be submitted in a form and format specified by EOHHS including, but not limited to, the following:

    a. Member Enrollment and Disenrollment

    b. Balance Sheet containing the SCO product line net worth and working capital as set forth in **Section 2.11.A**

    c. Income Statement

    d. Cash Flow;

    e. Financial Indicators

    f. Utilization

    g. Solvency Requirements as set forth in **Section 2.11.B**

    h. Financial to encounter submission reconciliation

D. Annually for the prior calendar year, to EOHHS and CMS:

1. **Annual Financial Reports:**

    a. Annual Audited Financial Statements

    The Contractor shall provide EOHHS with the Contractor's annual audited financial statements prepared in accordance with the American Institute of Certified Public Accountants (AICPA) standards (see **Section 2.11.C**). Audits must include:

    1) Opinion of a certified public accountant;

    2) Statement of revenues and expenses;

    3) Balance sheet;

    4) Statement of cash flows;

    5) Explanatory notes;

    6) Management letters;

    7) Statements of changes in net worth; and

8) IBNR (incurred but not reported) actuarial statement for the most recent fiscal year period.

b. Plan Specific Supplemental Reports - related to annual cost for the Massachusetts SCO covered population

1) Member Enrollment

2) Income - by the specific MassHealth Rate Cells (RCs), primary payer (Medicare/Medicaid), region, and dual eligible status

3) Medical Loss Ratio –

a) Blended Medicaid/Medicare

b) Medicare Only

c) Medicaid Only

c. Plan Specific Enrollment and Financial Projections

The Contractor shall provide plan specific enrollment and financial projections, including:

1) Enrollment projections by the specific MassHealth Rate Cells (RCs), primary payer (Medicare/Medicaid), region, and dual eligible status

2) Plan specific financial projections for a minimum of one year from the date of the latest submitted financial statement using the accrual method of accounting in conformity with generally accepted accounting principles. Describe financing arrangements and include all documents supporting these arrangements for any projected deficits. Provide evidence of financing arrangements for any projected deficit.

d. Medical Loss Ratio Report in accordance with **Section 2.13.Q**.

2. **Non-Financial Reports:**

a. The Contractor's credentialing policies and procedures, if amended, including demonstration to EOHHS that all Providers within the Contractor's Provider Network are credentialed according to such policies and procedures in accordance with **Section 2.5.B.1**.

b. Progress toward reaching established quality management goals in accordance with **Section 2.9** and on the schedule established in **Appendix L.**

c. HEDIS measures (clinical indicator data) in accordance with **Section 2.13.A.**

d. A copy of the Contractor's NCQA-approved model of care, and any changes to the model of care for the Enrollees who are not Dual Eligible.

e. Certification checklist attesting that the Contractor has implemented the actions necessary to comply with **Section 2.5.B.1.e.4.**

f. Claims processing annual report on timely payment to providers as set forth in **Section 5.1.I**.

g. List of all current Subcontractors in accordance with **Section 2.5.C.3.g**.

h. Annual summary of Provider overpayments.

i. Annual Appeals and Grievances reports in a form and format specified by EOHHS.

j. Annual Fraud and Abuse reports in accordance with the following format and instructions:

1) Report Header shall appear as follows:

Report Name: Fraud and Abuse Report

Reporting Frequency: Annual

Contract Year: YYYY

SCO Name:

2) In the narrative portion of the report, the Contractor shall:

a) Describe the method the SCO used in the previous Contract Year to identify cases of potential provider and member fraud and/or abuse activities, e.g. review of claims and pharmacy data, audits, utilization reviews, etc.;

b) Provide a completed **Summary of Results** template as shown below:

Case #	Date Initially Reported to MassHealth	Brief Description of Matter*	Next Steps/Outcome**

***Description of Matter:** Indicate whether case involved fraud or abuse: include reason(s) why fraud or abuse is suspected; provide an assessment of losses incurred.

Next Steps/Outcome: In the description of next steps, please indicate whether this case is the subject of an ongoing investigation of a Government Agency inquiry.

3) Include an analysis that shall:

a) Compare the current reporting period with the previous reporting period(s) if applicable; for example, the number of reported cases of suspected fraud or abuse, types of reported cases, estimated amount of losses incurred; and

b) Identify any trends observed that the SCO feels it should highlight for EOHHS; and

c) Describe the steps the SCO has implemented or plans to implement to address identified areas in need of improvement. For example:

i. Provider outreach and education

ii. Member related outreach and education

iii. Internal process improvements

E. Other Medicare Advantage Financial Reports at 42 CFR 422.502 and 516

APPENDIX E
EXHIBIT 1
BASE CAPITATION RATES

Base Capitation Rates for January 1, 2021 through June 30, 2021

(Subject to CMS Approval)

	Community Settings of Care			Institutional Settings of Care			Transition	
	Other	**AD/CMI**	**NHC**	**Tier 1**	**Tier 2**	**Tier 3**	**Transition to Nursing Facility**	**Transition to Community**
Dually Eligible Greater Boston	**RC 20** $529.99	**RC 22** $737.71	**RC 24** $2,340.65	**RC 26** $4,805.83	**RC 27** $7,016.93	**RC 28** $8,590.32	$2,364.33	$4,880.43
Dually Eligible Outside Greater Boston	**RC 21** $586.26	**RC 23** $706.26	**RC 25** $2,508.30	**RC 26** $4,805.83	**RC 27** $7,016.93	**RC 28** $8,590.32	$2,498.28	$4,880.43
MassHealth Only, Greater Boston	**RC 30** $1,058.57	**RC 32** $1,727.15	**RC 34** $3,622.72	**RC 36** $4,805.83	**RC 37** $7,016.93	**RC 38** $8,590.32	$3,659.07	$4,880.43
MassHealth Only, Outside Greater Boston	**RC 31** $1,198.02	**RC 33** $1,670.87	**RC 35** $3,667.55	**RC 36** $4,805.83	**RC 37** $7,016.93	**RC 38** $8,590.32	$3,704.31	$4,880.43

Base Capitation Rates for July 1, 2021 through December 31, 2021

(Subject to CMS Approval)

	Community Settings of Care			Institutional Settings of Care			Transition	
	Other	**AD/CMI**	**NHC**	**Tier 1**	**Tier 2**	**Tier 3**	**Transition to Nursing Facility**	**Transition to Community**
Dually Eligible Greater Boston	**RC 20** $545.97	**RC 22** $762.36	**RC 24** $2,458.48	**RC 26** $4,805.83	**RC 27** $7,016.93	**RC 28** $8,590.32	$2,482.76	$4,880.43
Dually Eligible Outside Greater Boston	**RC 21** $602.87	**RC 23** $729.83	**RC 25** $2,627.40	**RC 26** $4,805.83	**RC 27** $7,016.93	**RC 28** $8,590.32	$2,617.14	$4,880.43
MassHealth Only, Greater Boston	**RC 30** $1,067.31	**RC 32** $1,742.84	**RC 34** $3,726.09	**RC 36** $4,805.83	**RC 37** $7,016.93	**RC 38** $8,590.32	$3,762.95	$4,880.43
MassHealth Only, Outside Greater Boston	**RC 31** $1,209.36	**RC 33** $1,691.25	**RC 35** $3,789.42	**RC 36** $4,805.83	**RC 37** $7,016.93	**RC 38** $8,590.32	$3,826.79	$4,880.43

Base Capitation Rates for January 1, 2020 through March 31, 2020, and August 1, 2020 through December 31, 2020
(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 $453.67	RC 22 $671.95	RC 24 $2,267.78	RC 26 $4,921.65	RC 27 $6,927.39	RC 28 $8,406.95
Dually Eligible Outside Greater Boston	RC 21 $543.10	RC 23 $663.09	RC 25 $2,460.28	RC 26 $4,921.65	RC 27 $6,927.39	RC 28 $8,406.95
MassHealth Only, Greater Boston	RC 30 $851.52	RC 32 $1,639.19	RC 34 $3,451.64	RC 36 $4,921.65	RC 37 $6,927.39	RC 38 $8,406.95
MassHealth Only, Outside Greater Boston	RC 31 $968.09	RC 33 $1,681.59	RC 35 $3,636.23	RC 36 $4,921.65	RC 37 $6,927.39	RC 38 $8,406.95
Dually Eligible Greater Boston	RC 20 $453.67	RC 22 $671.95	RC 24 $2,267.78	RC 26 $4,921.65	RC 27 $6,927.39	RC 28 $8,406.95
Dually Eligible Outside Greater Boston	RC 21 $543.10	RC 23 $663.09	RC 25 $2,460.28	RC 26 $4,921.65	RC 27 $6,927.39	RC 28 $8,406.95
MassHealth Only, Greater Boston	RC 30 $851.52	RC 32 $1,639.19	RC 34 $3,451.64	RC 36 $4,921.65	RC 37 $6,927.39	RC 38 $8,406.95
MassHealth Only, Outside Greater Boston	RC 31 $968.09	RC 33 $1,681.59	RC 35 $3,636.23	RC 36 $4,921.65	RC 37 $6,927.39	RC 38 $8,406.95

Base Capitation Rates + Emergency Add-On for April 1, 2020 through July 31, 2020 (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 $460.61	RC 22 $683.18	RC 24 $2,338.92	RC 26 $4,925.09	RC 27 $6,932,24	RC 28 $8,412.83
Dually Eligible Outside Greater Boston	RC 21 $554.32	RC 23 $674.13	RC 25 $2,550.49	RC 26 $4,925.09	RC 27 $6,932.24	RC 28 $8,412.83
MassHealth Only, Greater Boston	RC 30 $854.95	RC 32 $1,646.63	RC 34 $3,507.49	RC 36 $4,925.09	RC 37 $6,932.24	RC 38 $8,412.83
MassHealth Only, Outside Greater Boston	RC 31 $973.96	RC 33 $1,692.81	RC 35 $3,714.94	RC 36 $4,925.09	RC 37 $6,932.24	RC 38 $8,412.83

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 E
EXHIBIT 3
HEALTH INSURER PROVIDER FEE (HIPF) ADJUSTMENT

In accordance with Section 9010 of the ACA, for the HIPF for calendar year 2019, EOHHS shall:

1. Reimburse the following retrospective add-on adjustment to the Contract Year 2019 Base Capitation Rates as reflected in **Appendix E** effective during that period. Such adjustment shall be applied to the period of January 1, 2019 through December 31, 2019.

Community Other	Dual Eligible	Boston	N/A
Community Other	Dual Eligible	Non-Boston	N/A
Community Other	Medicaid Only	Boston	N/A
Community Other	Medicaid Only	Non-Boston	N/A
Community AD/CMI	Dual Eligible	Boston	N/A
Community AD/CMI	Dual Eligible	Non-Boston	N/A
Community AD/CMI	Medicaid Only	Boston	N/A
Community AD/CMI	Medicaid Only	Non-Boston	N/A
Community NHC	Dual Eligible	Boston	N/A
Community NHC	Dual Eligible	Non-Boston	N/A
Community NHC	Medicaid Only	Boston	N/A
Community NHC	Medicaid Only	Non-Boston	N/A
Institutional - Tier 1	Combined	Statewide	N/A
Institutional - Tier 2	Combined	Statewide	N/A
Institutional - Tier 3	Combined	Statewide	N/A

BMCHP Amendment 6 to 2nd Amended and Restated SCO Contract

Final Audit Report 2021-12-30

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