#### COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: Fallon Community He (and d/b/a):	ealth Plan, Inc.	COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services					
		MMARS Department Code: EHS					
Legal Address: (W-9, W-4): 10 Chestnut Street, Word	cester, MA 01608	Business Mailing Address: One Ashburton Place, 11th Floor, Boston, MA 02108					
Contract Manager: Deborah Daviau	Phone: 508-368-9489	Billing Address (if different):					
E-Mail: Deborah.Daviau@fallonhealth.org	Fax: 508-368-9550	Contract Manager: Corrinne Altman Moore	Phone: 617-595-6904				
Contractor Vendor Code: VC6000230412		E-Mail: Corrinne.AltmanMoore@mass.gov	Fax:				
Vendor Code Address ID (e.g. "AD001"): AD <u>001.</u>		MMARS Doc ID(s):					
(Note: The Address ID must be set up for EFT payme	ents.)	RFR/Procurement or Other ID Number: 15LCEHSSCOR	FA				
NEW CONTRAC	СТ	<u>X</u> CONTRACT AMEND	MENT				
PROCUREMENT OR EXCEPTION TYPE: (Check on	e option only)	Enter Current Contract End Date Prior to Amendment:					
Statewide Contract (OSD or an OSD-designated D			Enter Amendment Amount: \$ (or "no change")				
Collective Purchase (Attach OSD approval, scope Department Procurement (includes all Grants - 81		AMENDMENT TYPE: (Check one option only. Attach de <u>x</u> Amendment to Date, Scope or Budget (Attach updat	• /				
Notice or RFR, and Response or other procurement	ent supporting documentation)	Amendment to Date, Scope or Budget (Attach update) Interim Contract (Attach justification for Interim Contract)					
Emergency Contract (Attach justification for emergency Contract Employee (Attach Employment Status For Contract Employee)		Contract Employee (Attach any updates to scope or bu					
Other Procurement Exception (Attach authorizing		Other Procurement Exception (Attach authorizing lang					
specific exemption or earmark, and exception justified	ication, scope and budget)	scope and budget)					
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a PPD as follows: Payment issued within 10 days% % PPD. If PPD percentages are left blank, identify	% PPD; Payment issued within 15 reason: <u>x</u> agree to standard 45	h EFT 45 days from invoice receipt. Contractors requesting <b>ac</b> 5 days % PPD; Payment issued within 20 days % PPI i day cycle statutory/legal or Ready Payments ( <u>M.G.L. c. 2</u>	D; Payment issued within 30 days				
(subsequent payments scheduled to support standard	EFT 45 day payment cycle. See P	Prompt Pay Discounts Policy.)					
		ENT: (Enter the Contract title, purpose, fiscal year(s) and a de g documentation and justifications.) Amendment 6 to the Seco					
	• •	actor certify for this Contract, or Contract Amendment, that Co	ontract obligations:				
<u>x</u> 1. may be incurred as of the Effective Date (latest							
		r and <u>no</u> obligations have been incurred <u>prior</u> to the Effective ad the parties agree that payments for any obligations incurred					
authorized to be made either as settlement payme	ents or as authorized reimburseme	to the parties agree that payments for any obligations incurred ent payments, and that the details and circumstances of all ot ases the Commonwealth from further claims related to these of	bligations under this Contract are				
CONTRACT END DATE: Contract performance sha	Il terminate as of December 31,	, 2022, with no new obligations being incurred after this dat	te unless the Contract is properly				
amended, provided that the terms of this Contract an completing any negotiated terms and warranties, to all	d performance expectations and low any close out or transition perfo	obligations shall survive its termination for the purpose of re ormance, reporting, invoicing or final payments, or during any	esolving any claim or dispute, tor lapse between amendments.				
Amendment has been executed by an authorized sign approvals. The Contractor certifies that they have acce- required under the Standard Contract Form Instructions upon request to support compliance, and agrees that a herein according to the following hierarchy of documer Instructions and Contractor Certifications, the Reques unacceptable, and additional negotiated terms, provide	natory of the Contractor, the Depa essed and reviewed all documents in a and Contractor Certifications und all terms governing performance of ant precedence, the applicable Con- st for Response (RFR) or other su- ed that additional negotiated terms	"Effective Date" of this Contract or Amendment shall be the artment, or a later Contract or Amendment Start Date specific incorporated by reference as electronically published and the der the pains and penalties of perjury, and further agrees to pre- f this Contract and doing business in Massachusetts are attace mmonwealth Terms and Conditions, this Standard Contract F solicitation, the Contractor's Response (excluding any langua; will take precedence over the relevant terms in the RFR and any amended RFR or Response terms result in best value, low	ed above, subject to any required Contractor makes all certifications rovide any required documentation ched or incorporated by reference Form, the Standard Contract Form age stricken by a Department as the Contractor's Response only if				
AUTHORE SYGNATURE FOR THE CONTRACTO	12/2//2021	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:					
X: Richard Burke	Date:	Amanda Cassel Kraft					
B7B01 (Signature and Date Must Be Captured A RTChard Burke Print Name:		Print Name: Amanda Cassel Kraft					
Print Title: President and CEO	<u>.</u>	Print Title: Assistant Secretary for MassHealth					
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#### 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 FALLON COMMUNITY 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 Fallon Community Health Plan, Inc. (the Contractor). The Contractor's principal place of business is: 10 Chestnut Street, Worcester, MA 01608.

**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:

"<u>Base Capitation Rate</u> – 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:

"<u>Risk Adjusted Capitation Rate</u> – 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
- 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.
  - 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.
    - 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.
- 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)
  - I. Ambulatory Detoxification (Level II.d) (also referred to as Ambulatory Withdrawal Management)
  - m. Psychological Testing
  - n. Electro-Convulsive Therapy
  - o. Psychological Neuropsychological Testing
- 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.
- 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
    - 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."
- 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:

- 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:	ΥΥΥΥ			

#### 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		
	RC 20	RC 22	RC 24	RC 26	RC 27	RC 28		
Dually Eligible								
Greater Boston	\$529.99	\$737.71	\$2,340.65	\$4,805.83	\$7,016.93	\$8,590.32	\$2,364.33	\$4,880.43
Dually Eligible	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28		
Outside Greater Boston	\$586.26	\$706.26	\$2,508.30	\$4,805.83	\$7,016.93	\$8,590.32	\$2,498.28	\$4,880.43
MassHealth	RC 30	RC 32	RC 34	RC 36	RC 37	RC 38		
Only, Greater								
Boston	\$1,058.57	\$1,727.15	\$3,622.72	\$4,805.83	\$7,016.93	\$8,590.32	\$3,659.07	\$4,880.43
MassHealth	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38		
Only, Outside								
Greater Boston	\$1,198.02	\$1,670.87	\$3,667.55	\$4,805.83	\$7,016.93	\$8,590.32	\$3,704.31	\$4,880.43

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

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

#### (Subject to CMS Approval)

	Community Settings of Care		Institutional Settings of Care			
	Other	AD/CMI	NHC	Tier 1	Tier 2	Tier 3
	RC 20	RC 22	RC 24	RC 26	RC 27	RC 28
Dually Eligible Greater	<b>*</b> 450.07	\$074 OF	<b>\$0.007.70</b>	<b>#4 004 0</b> 5	<b>#0.007.00</b>	<b>*</b> 0.400.05
Boston	\$453.67	\$671.95	\$2,267.78	\$4,921.65	\$6,927.39	\$8,406.95
Dually Eligible	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28
Outside Greater Boston	\$543.10	\$663.09	\$2,460.28	\$4,921.65	\$6,927.39	\$8,406.95
MassHealth	RC 30	RC 32	RC 34	RC 36	RC 37	RC 38
Only, Greater		RU 32	NG 34			NG 30
Boston	\$851.52	\$1,639.19	\$3,451.64	\$4,921.65	\$6,927.39	\$8,406.95
MassHealth	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38
Only, Outside Greater						
Boston	\$968.09	\$1,681.59	\$3,636.23	\$4,921.65	\$6,927.39	\$8,406.95
	RC 20	RC 22	RC 24	RC 26	RC 27	RC 28
Dually Eligible Greater						
Boston	\$453.67	\$671.95	\$2,267.78	\$4,921.65	\$6,927.39	\$8,406.95
Dually Eligible	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28
Outside Greater		<b>*</b>			<b>*</b> • • • • • •	<b>.</b>
Boston	\$543.10	\$663.09	\$2,460.28	\$4,921.65	\$6,927.39	\$8,406.95
MassHealth Only, Greater	RC 30	RC 32	RC 34	RC 36	RC 37	RC 38
Boston	\$851.52	\$1,639.19	\$3,451.64	\$4,921.65	\$6,927.39	\$8,406.95
MassHealth	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38
Only, Outside Greater	KC 31	KC 33	RC 35	RC 30	RC 37	RC 36
Boston	\$968.09	\$1,681.59	\$3,636.23	\$4,921.65	\$6,927.39	\$8,406.95

#### Base Capitation Rates for January 1, 2020 through March 31, 2020, and August 1, 2020 through December 31, 2020 (Subject to CMS Approval)

	Commur	nity Settings	s of Care	Institutional Settings of Care			
	Other	AD/CMI	NHC	Tier 1	Tier 2	Tier 3	
	RC 20	RC 22	RC 24	RC 26	RC 27	RC 28	
Dually							
Eligible							
Greater							
Boston	\$460.61	\$683.18	\$2,338.92	\$4,925.09	\$6,932,24	\$8,412.83	
Dually							
Eligible	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28	
Outside							
Greater							
Boston	\$554.32	\$674.13	\$2,550.49	\$4,925.09	\$6,932.24	\$8,412.83	
MassHealth	RC 30	RC 32	RC 34	RC 36	RC 37	RC 38	
Only,							
Greater							
Boston	\$854.95	\$1,646.63	\$3,507.49	\$4,925.09	\$6,932.24	\$8,412.83	
MassHealth	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38	
Only,							
Outside							
Greater							
Boston	\$973.96	\$1,692.81	\$3,714.94	\$4,925.09	\$6,932.24	\$8,412.83	

## Base Capitation Rates + Emergency Add-On for April 1, 2020 through July 31, 2020 (Subject to CMS Approval)

#### 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

# Fallon Amendment 6 to 2nd Amended and Restated SCO Contract

Final Audit Report

2021-12-30

Created:	2021-12-29
Ву:	Lisa Wong (lisa.d.wong@mass.gov)
Status:	Signed
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### "Fallon Amendment 6 to 2nd Amended and Restated SCO Contr act" History

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