

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, 11 th 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	
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		X CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>December 31, 2022</u> . Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input checked="" type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Amendment 7 to the Second Amended and Restated SCO Contract..			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 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 <u>December 31, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Heather Thiltgen</u> Date: <u>12/29/2021</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Heather Thiltgen</u> Print Title: <u>President</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Amanda Cassel Kraft</u> Date: <u>Dec 30, 2021</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Amanda Cassel Kraft</u> Print Title: <u>Assistant Secretary for MassHealth</u>	

**AMENDMENT 7
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), amended effective January 1, 2021 (Amendments #5 and #6) 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 and certain financial requirements, and to extend the Contract period, effective January 1, 2022;

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

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

"Section 5.9 Contract Term

This Contract shall be in effect from January 1, 2016 through December 31, 2023. At the option of EOHHS, the Contract may be extended in one-year increments through December 31, 2025. EOHHS may exercise its extension option by providing written notice to the Contractor of its intent to do so at least sixty (60) days prior to the expiration of the Contract term. The extension shall be under the same terms and conditions as the initial terms."

2. **Appendix A** is hereby amended by inserting a new **Exhibit 3** attached hereto.
3. **Appendix E** is hereby amended and replaced with the **Appendix E** attached hereto.

APPENDIX A

Exhibit 3: Digital Therapy Products

Digital Therapy Products – Digital therapy products designated by EOHHS. Such digital therapy products, even though such products are non-covered services, must be listed on Contractor's formulary in the same manner as listed on the MassHealth Drug List, with the same prior authorization status, point of sale (POS) rules, age restrictions, step therapy, quantity limit and diagnostic restrictions as MassHealth FFS. Claims for digital therapy products designated by EOHHS, which are non-covered services, must be processed through the Contractor's on-line pharmacy claims processing system and be paid to the pharmacy at \$0 pay, with \$0 cost sharing for members.

**APPENDIX E
EXHIBIT 1
BASE CAPITATION RATES**

Base Capitation Rates for January 1, 2022 through June 30, 2022

(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	RC 22	RC 24	RC 26	RC 27	RC 28
	\$ 551.59	\$ 769.43	\$ 2,493.59	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
Dually Eligible Outside Greater Boston	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28
	\$ 608.11	\$ 733.70	\$ 2,635.25	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
MassHealth Only, Greater Boston	RC 30	RC 32	RC 34	RC 36	RC 37	RC 38
	\$ 1,088.27	\$ 1,779.60	\$ 3,824.19	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
MassHealth Only, Outside Greater Boston	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38
	\$ 1,235.30	\$ 1,710.61	\$ 3,888.75	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72

Base Capitation Rates for July 1, 2022 through December 31, 2022

(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	RC 22	RC 24	RC 26	RC 27	RC 28
	\$ 535.85	\$ 744.86	\$ 2,373.96	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
Dually Eligible Outside Greater Boston	RC 21	RC 23	RC 25	RC 26	RC 27	RC 28
	\$ 591.84	\$ 710.39	\$ 2,514.71	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
MassHealth Only, Greater Boston	RC 30	RC 32	RC 34	RC 36	RC 37	
	\$ 1,079.56	\$ 1,763.79	\$ 3,717.94	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72
MassHealth Only, Outside Greater Boston	RC 31	RC 33	RC 35	RC 36	RC 37	RC 38
	\$ 1,224.08	\$ 1,690.19	\$ 3,763.36	\$ 4,841.40	\$ 7,249.19	\$ 8,760.72

**APPENDIX E
EXHIBIT 2
RISK SHARING ARRANGEMENTS**

Contract Year 2022

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%.






BMCHP Amendment 7 to 2nd Amended and Restated SCO Contract

Final Audit Report

2021-12-30

Created:	2021-12-29
By:	Lisa Wong (lisa.d.wong@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF2Q-5qevtoaonMVDdbYGDIEqKODSPcmz

"BMCHP Amendment 7 to 2nd Amended and Restated SCO Contract" History

-  Document created by Lisa Wong (lisa.d.wong@mass.gov)
2021-12-29 - 9:49:18 PM GMT
-  Document emailed to Amanda Cassel Kraft (amanda.casselkraft@mass.gov) for signature
2021-12-29 - 9:50:18 PM GMT
-  Email viewed by Amanda Cassel Kraft (amanda.casselkraft@mass.gov)
2021-12-30 - 2:58:03 PM GMT- IP address: 24.14.32.3
-  Document e-signed by Amanda Cassel Kraft (amanda.casselkraft@mass.gov)
Signature Date: 2021-12-30 - 2:58:18 PM GMT - Time Source: server- IP address: 24.14.32.3
-  Agreement completed.
2021-12-30 - 2:58:18 PM GMT