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 <u>Standard Contract Form Instructions and Contractor Certifications</u>, the <u>Commonwealth Terms and Conditions for Human and Social Services</u> or the <u>Commonwealth IT Terms and Conditions</u> 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.maccomptroller.org/forms. Forms are also posted at OSD Forms: https://www.maccomptroller.org/forms. Forms are also posted at OSD Forms: https://www.maccomptroller.org/forms.

mps://www.macomprofiler.org/forms, Forms are a	so posted at OSD Forms. https://www	/.mass.gov/iists/osg-iorms.		
CONTRACTOR LEGAL NAME: Tufts Health Put (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services MMARS Department Code: EHS		
Legal Address: (W-9, W-4): 705 Mount Aubum S	St., Watertown, MA, 02472	Business Mailing Address: One Ashburton Place, 1	1th FI., Boston, MA 02108	
Contract Manager: Ashley Hague	Phone: 617-972-9400 x87089	Billing Address (if different):		
E-Mail: Ashley_Hague@tufts-health.com	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812	
Contractor Vendor Code: VC0000577707		E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	Fax:	
Vendor Code Address ID (e.g., "AD001"): AD0		MMARS Doc ID(s): N/A		
(Note: The Address ID must be set up for EFT)	payments.)	RFR/Procurement or Other ID Number: BD-17-1039-	-EHS01-EHS01-10209	
□ NEW CONT	RACT			
PROCUREMENT OR EXCEPTION TYPE: (Che		Enter Current Contract End Date Prior to Amendmen		
☐ Statewide Contract (OSD or an OSD-design	nated Department)	Enter Amendment Amount \$ no change. (or "no chan	Control of the contro	
☐ Collective Purchase (Attach OSD approval,	scope, budget)	AMENDMENT TYPE: (Check one option only. Attack		
□ Department Procurement (includes all Gran	nts - 815 CMR 2.00) (Solicitation	Amendment to Date, Scope or Budget (Attach up		
Notice or RFR, and Response or other procu Emergency Contract (Attach justification for	rement supporting documentation)		☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)	
☐ Contract Employee (Attach Employment Sta	atus Form, scope, budget)	Contract Employee (Attach any updates to scope or budget)		
☐ Other Procurement Exception (Attach author	orizing language, legislation with	Other Procurement Exception (Attach authorizing	language/justification and updated	
specific exemption or earmark, and exception	justification, scope and budget)	scope and budget)		
The Standard Contract Form Instructions and reference into this Contract and are legally bit	Contractor Certifications and the to	ollowing Commonwealth Terms and Conditions docummonwealth Terms and Conditions Commonwealth Term	nent are incorporated by	
Social Services Commonwealth IT Terms and	d Conditions	nonwealth Terms and Conditions L. Commonwealth Term	ns and Conditions For Human and	
COMPENSATION: (Check ONE option): The De	epartment certifies that payments for au	uthorized performance accepted in accordance with the ter	rms of this Contract will be	
supported in the state accounting system by suffi	ficient appropriations or other non-appro	ropriated funds, subject to intercept for Commonwealth own	ed debts under 815 CMR 9.00.	
Mate Contract. (No Maximum Obligation) Att	ttach details of all rates, units, calculation	ions, conditions or terms and any changes if rates or terms	are being amended.)	
		of this contract (or new total if Contract is being amended).		
PROMPT PAYMENT DISCOUNTS (PPD): Con	nmonwealth payments are issued thre	rough EFT 45 days from invoice receipt. Contractors requ	uesting accelerated payments must	
issued within 30 days % PPD, If PPD per	in 10 days% PPU; Payment iss	sued within 15 days % PPD; Payment issued within on: agree to standard 45 day cycle statutory/legal of the standard 45 day cycle standard 45 days standard 45 days	in 20 days % PPD; Payment	
23A); Only initial payment (subsequent payme	ants scheduled to support standard EF	on: agree to standard 45 day cycle statutory/legal of 45 day payment cycle. See Prompt Pay Discounts Policy	r Ready Payments (M.O.L. C. 25, X	
BRIEF DESCRIPTION OF CONTRACT PERFOR	RMANCE or REASON FOR AMENDM	MENT: (Enter the Contract title nurnose fiscal year(s) and	a detailed description of the scope	
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.)				
Contract, as well as makes updates to the Contra	act and appendices to incorporate vario			
ANTICIPATED START DATE: (Complete ONE	option only) The Department and Cont	tractor certify for this Contract, or Contract Amendment, that	at Contract obligations:	
1. may be incurred as of the Effective Date (la	test signature date below) and no oblin	ations have been incurred <u>prior</u> to the Effective Date.		
		elow and <u>no</u> obligations have been incurred <u>prior</u> to the Eff		
3. were incurred as of, a data are authorized to be made either as settlements.	te PRIOR to the Effective Date below,	and the parties agree that payments for any obligations in reement payments, and that the details and circumstances	curred prior to the Effective Date	
Contract are attached and incorporated into	this Contract. Acceptance of payment	rsement payments, and that the details and circumstances ts forever releases the Commonwealth from further claims	of all obligations under this	
CONTRACT END DATE: Contract performance	e shall terminate as of December 31.	2022, with no new obligations being incurred after this of	data unless the Contract is asset	
amended, provided that the terms of this Contract	ict and performance expectations and	ODUGATIONS Shall survive its termination for the number of	of reaching any alaim or for the	
completing any negotiated terms and warranties,	to allow any close out or transition per	formance, reporting, invoicing or final payments, or during	any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or of	her representations by the parties, the	e "Effective Date" of this Contract or Amendment shall be	the latest date that this Contract or	
approvals. The Contractor certifies that they ha	d signatory of the Contractor, the Depa have accessed and reviewed all documents	artment, or a later Contract or Amendment Start Date spec	cified above, subject to any required	
certifications required under the Standard Contrac	CLF orm Instructions and Contractor Cer	effitications under the nains and penalties of pegips, and 6.	other name of the same of	
gocumentation upon request to support compliance	te, and agrees mat all terms governing n	performance of this Contract and doing business in Manne	Acceptation with the second se	
by reference nerein according to the following file	erarchy of document precedence, the a	applicable Commonwealth Terms and Conditions this Ct-		
Department as unacceptable, and additional nego	olialeu termis, provided triat additional n	RFR) or other solicitation, the Contractor's Response (ex negotiated terms will take precedence over the relevant ter	man in the DCD - In a	
response only it made using the process outlined	in 801 CMR 21.07, incorporated here	ein, provided that any amended RFR or Response terms re	result in best value, lower costs, or a	
more cost effective Contract. AUTHORIZING SIGNATURE FOR THE CONTRA				
			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:	
X: (Signature and Date Must Be Capture	Z. Date: [2 17-2].	X:, Date:, (Signature and Date Must Be Captured At Time of Signature)		
Print Name: Tean Yang	d At Time of Signature)	(Signature and Date Must Be Captured At Time of Signature)		
02		Print Name: Amanda Cassel Kraft		
Print Title: President, THPP	Control of the last of the las	Print Title: Assistant Secretary for MassHealth		

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CONTRACTOR LEGAL NAME: Tufts Health Public Plans, Inc. (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health and Human Services			
Legal Address: (W-9, W-4): 705 Mount Auburn St., W	Vatertown MA 02472	MMARS Department Code: EHS Business Mailing Address: One Ashburton Place, 11th Fl., Boston, MA 02108			
Contract Manager: Ashley Hague	Phone: 617-972-9400 x87089	Billing Address (if different):			
E-Mail: Ashley_Hague@tufts-health.com	Fax:	Contract Manager: Aditya Mahalingam-Dhingra	Phone: 617-573-1812		
Contractor Vendor Code: VC0000577707	1 uzi	E-Mail: Aditya.Mahalingam-Dhingra@mass.gov	Fax:		
Vendor Code Address ID (e.g., "AD001"): AD002.		MMARS Doc ID(s): N/A	T WA		
(Note: The Address ID must be set up for EFT payn	nents.)	RFR/Procurement or Other ID Number: BD-17-1039-EHS01-EHS01-10209			
☐ NEW CONTRAC	СТ	☑ CONTRACT AMENDMENT			
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date Prior to Amendment: December 31, 2022.			
☐ Statewide Contract (OSD or an OSD-designated Department)		Enter Amendment Amount: \$ no change. (or "no change")			
☐ Collective Purchase (Attach OSD approval, scop	pe, budget)	AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)			
☐ Department Procurement (includes all Grants - 8	,	☑ Amendment to Date, Scope or Budget (Attach updated scope and budget)			
Notice or RFR, and Response or other procuremo		☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget)			
☐ Emergency Contract (Attach justification for eme ☐ Contract Employee (Attach Employment Status F		☐ Contract Employee (Attach any updates to scope or budget)			
☐ Other Procurement Exception (Attach authorizin		☐ Other Procurement Exception (Attach authorizing language/justification and updated			
specific exemption or earmark, and exception justi		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):					
Social Services Commonwealth IT Terms and Cor					
COMPENSATION: (Check ONE option): The Departr	ment certifies that payments for aut	thorized performance accepted in accordance with the terms opriated funds, subject to intercept for Commonwealth owed	of this Contract will be		
		opriated funds, subject to intercept for Commonwealth owed to ons, conditions or terms and any changes if rates or terms are			
		of this contract (or new total if Contract is being amended). \$_			
identify a PPD as follows: Payment issued within 10	nwealth payments are issued uno n days	ough EFT 45 days from invoice receipt. Contractors reques	on days % PPD: Payment		
identify a PPD as follows: Payment issued within 10 days% PPD; Payment issued within 15 days% PPD; Payment issued within 30 days% PPD. If PPD percentages are left blank, identify reason: ⊠ 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.)					
		IENT: (Enter the Contract title, purpose, fiscal year(s) and a c	detailed description of the scope		
of performance or what is being amended for a Contra			· =···		
This Fourth Amended and Restated MCO Contract Contract, as well as makes updates to the Contract ar		corporates changes made by Amendments 1, 2, 3, and 4 to thous changes effective January 1, 2022.	he Third Amended and Restated		
		ractor certify for this Contract, or Contract Amendment, that (Contract obligations:		
•	· ·	gations have been incurred prior to the Effective Date.			
☑ 2. may be incurred as of <u>January 1, 2022</u> , a date	LATER than the Effective Date be	slow and <u>no</u> obligations have been incurred <u>prior</u> to the Effec	ctive Date.		
□ 3. were incurred as of, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date					
		sement payments, and that the details and circumstances of ts forever releases the Commonwealth from further claims rel			
CONTRACT END DATE: Contract performance shall terminate as of <u>December 31, 2022</u> , with no new obligations being incurred after this date unless the Contract is properly					
amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS: Notwithstanding verbal or other	representations by the parties, the	"Effective Date" of this Contract or Amendment shall be the	no latest date that this Contract or		
<u>CERTIFICATIONS</u> : 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	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				
certifications required under the Standard Contract Fo	orm Instructions and Contractor Ce	rtifications under the pains and penalties of perjury, and furth	er agrees to provide any required		
by reference herein according to the following hierard	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 CONTRACT	rne.	AAUTHORIZING SIGNATURE COMMONWEA	M TU-		
	4	Amade al VIII	· ~\2\2\1\		
X:			te: \\\ \\ \\ \\ \ \ \ \ \ \ \ \ \ \ \ \		
17		Print Name: Amanda Cassel Kraft .			
Print Title:		Print Title: Assistant Secretary for MassHealth .			