

Three-Way Contract for Capitated Model

Contract

Between

United States Department of Health and Human Services

Centers for Medicare & Medicaid Services

In Partnership with

The Commonwealth of Massachusetts

and

[PLAN NAME]

Effective March 1, 2021

This Contract, effective July 16, 2013, and amended by addendum effective September 10, 2014 and January 7, 2015; amended and restated effective December 28, 2015; further amended by addendum effective July 5, 2016 and June 11, 2018; further amended and restated effective April 1, 2019; and further amended by addendum effective August 1, 2019, August 1, 2020, and August 1, 2021, is hereby amended by addendum effective March 1, 2021, and is between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (EOHHS) and _____ (the Contractor). The Contractor's principal place of business is _____.

WHEREAS, CMS is an agency of the United States, Department of Health and Human Services, responsible, in relevant part, for the administration of the Medicare, Medicaid, and State Children's Health Insurance Programs under Title XVIII, Title IX, Title XI, and Title XXI of the Social Security Act;

WHEREAS, the Massachusetts Executive Office of Health and Human Services is an agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et. seq., and M.G.L. c. 118E, designed to pay for health care services for eligible individuals;

WHEREAS, the Contractor is in the business of providing health care services, and CMS and the Massachusetts Executive Office of Health and Human Services desire to purchase such services from the Contractor;

WHEREAS, the continued provision of covered services contributes to the health and welfare of Enrollees;

WHEREAS, in accordance with **Section 5.8.1** of the Contract, EOHHS and the Contractor desire to amend the Contract;

WHEREAS, in response to the COVID-19 pandemic, CMS, EOHHS, and the Contractor desire to provide economic support and stabilization for Adult Day Health providers and federal American Rescue Plan Act funding to home and community-based services providers and behavioral health providers in the Contractor's network;

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

1. This Addendum deletes and replaces **Section 2.15.3.8** with the following:

“2.15.3.8. Adult Day Health Rates

2.15.3.8.1. As further specified by EOHHS and in a manner that does not overlap with payments made under **Section 2.9.2.10.1**, 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.

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

2.15.3.8.1.2. 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 2.15.3.8.1.1** such that the increases are not additive.

2.15.3.8.1.3. A 40% increase for dates of service December 1, 2020, through February 28, 2021. This 40% increase shall supplant the previous increases under **Sections 2.15.3.8.1.1** and **2.15.3.8.1.2** such that the increases are not additive.

2.15.3.8.1.4. A 25% increase for dates of service March 1, 2021, through December 31, 2021. This 25% increase shall supplant the previous increases under **Sections 2.15.3.8.1.1**, **2.15.3.8.1.2**, and **2.15.3.8.1.3**, such that the increases are not additive.

2. This Addendum adds the following new **Section 2.15.3.9**:

“2.15.3.9. Directed Payments Related to Certain Home and Community-Based Services and Certain Behavioral Health Services

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

2.15.3.9.1.1. For Adult Day Health a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.2. For Adult Foster Care a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.3. For Ambulance and Wheelchair Van Services a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.4. For Continuous Skilled Nursing Services a 30% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.5. For Day Habilitation a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.6. For Durable Medical Equipment a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.7. For Home Health a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.8. For Group Adult Foster Care a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.1.9. 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 December 31, 2021.

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

2.15.3.9.2.1. For Emergency Services Program (ESP) and Community Crisis Stabilization a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.2.2. For the following Behavioral Health Outpatient Services, including both Outpatient Mental Health Services and SUD Clinic Services, a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021:

- 2.15.3.9.2.2.1. Family Consultation
- 2.15.3.9.2.2.2. Case Consultation
- 2.15.3.9.2.2.3. Diagnostic Evaluation
- 2.15.3.9.2.2.4. Medication Visit
- 2.15.3.9.2.2.5. Couples/Family Treatment
- 2.15.3.9.2.2.6. Group Treatment
- 2.15.3.9.2.2.7. Inpatient-Outpatient Bridge Visit
- 2.15.3.9.2.2.8. Acupuncture Treatment
- 2.15.3.9.2.2.9. Opioid Replacement Therapy (also referred to as Opioid Treatment Service)
- 2.15.3.9.2.2.10. Ambulatory Detoxification (Level II. d) (also referred to as Ambulatory Withdrawal Management)
- 2.15.3.9.2.2.11. Psychological Testing
- 2.15.3.9.2.2.12 Dialectical Behavioral Therapy (DBT)
- 2.15.3.9.2.2.13 Electro-Convulsive Therapy (ECT)

2.15.3.9.2.3. For Community Support Program (CSP), including CSP Services for Chronically Homeless Individuals, and for Intensive Outpatient Program (IOP), a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.2.4. For Partial Hospitalization (PHP) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.2.5. For Structured Outpatient Addiction Program (SOAP) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.2.6. For Recovery Support Navigators (RSN) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.2.7. For Recovery Coaching a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.3. As further specified by EOHHS, the Contractor shall increase its contracted rates relative to such rates paid as of July 1, 2021, for the following Behavioral Health services covered by MassHealth and as follows:

2.15.3.9.3.1. 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 effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.3.2. For Residential Rehabilitation Services (RRS) for Substance Use Disorders a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.3.3. For Program of Assertive Community Treatment (PACT) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.3.4. For Behavioral Health Day Treatment (Psychiatric Day Treatment) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

2.15.3.9.3.5. For Individual Treatment (Psychotherapy) a 10% rate increase effective for dates of service July 1, 2021 through December 31, 2021.

3. This Addendum adds the following new **Section 2.15.3.10**:

“2.15.3.10. Additional Requirements

2.15.3.10.1. 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.

2.15.3.10.2. 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 **Sections 2.15.3.8** and **2.15.3.9**.

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

2.15.3.10.4. The Contractor shall certify on a monthly basis in a form and format specified by EOHHS, to comply 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.”

In Witness Whereof, CMS, EOHHS, and the Contractor have caused this Agreement to be executed by their respective authorized officers:

(Insert Contractor Signatory Name and Title)

(Date)

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In Witness Whereof, CMS, EOHHS, and the Contractor have caused this Agreement to be executed by their respective authorized officers:

Lindsay P. Barnette

(Date)

Director, Models, Demonstrations, and Analysis Group

Centers for Medicare & Medicaid Services

United States Department of Health and Human Services

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In Witness Whereof, CMS, EOHHS, and the Contractor have caused this Agreement to be executed by their respective authorized officers:

Kathryn Coleman (Date)

Director

Medicare Drug & Health Plan Contract Administration Group

Centers for Medicare & Medicaid Services

United States Department of Health and Human Services

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In Witness Whereof, CMS, EOHHS, and the Contractor have caused this Agreement to be executed by their respective authorized officers:

Mary Beckman

Acting Secretary

Executive Office of Health and Human Services

Commonwealth of Massachusetts

(Date)

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